

# PENDLETON COUNTY FISCAL COURT

## August Term, August 14<sup>TH</sup>, 2007

COURT MET PURSUANT TO ADJOURNMENT

With

HONORABLE HENRY BERTRAM, COUNTY JUDGE/EXECUTIVE  
Presiding

MEMBERS PRESENT: Gary Veirs, Alan Whaley, Mark Hart and Stacey Wells.

MEMBERS ABSENT None

COUNTY ATTORNEY: Jeffrey B. Dean,

Invocation was give by County Attorney Jeff Dean, followed by the Pledge of Allegiance led by Judge/Executive Henry Bertram.

### In Re: Approval of Agenda.

A copy of the Agenda for this meeting was presented to each Fiscal Court member. Judge Bertram asks to amend the agenda to add items 7a. Haley road Bridge update and 16a contract for Kelly road and David Pribble Drive. Whereupon Squire Wells made a motion to accept the agenda as presented and amended, seconded by Squire Veirs, motion carried.

### In Re: Approval of Minutes of July 24<sup>TH</sup>, 2007 Fiscal Court Meeting.

Minutes of the July 24TH, 2007 Fiscal Court meeting was presented to the Court by Darlene Smeal, Fiscal Court Clerk. Judge Bertram reported two corrections need to be made one was the amount of count taxes should be fifteen cents per 100 dollar value not 14.5% and a spelling correction was made. Corrections made to the minutes. Whereupon Squire Hart made a motion to accept the minutes as presented, seconded by Squire Hart, motion carried.

### In Re: Pendleton County Treasurer's Report, for the month of July, 2007.

Pendleton County Treasurer, Vicky King, submitted a written report for the month of July, 2007. This report was submitted for review final determination to be made at the next regular Fiscal Court meeting.

### In Re: Driveway Approval on Hogg Ridge Road.

Judge Bertram reported a request for a driveway to access the property where a new double wide has been placed. Judge Bertram reported the Pendleton County Road Supervisor has checked the driveway for line of site. He reported the line of site is not good because of a curve and a grade. This drive way has been placed directly adjacent to an existing drive in front of a barn. There has been an easement granted by the property where the barn is located.

Discussion held. The County Attorney, Jeff Dean, stated his concern was since there was a historical access this is better than what was there. Since historical access used over a period of time there is no increased harm for the Fiscal Court to approve. The Fiscal Court could look at this since there was already access there in a location that is not as good as this one, he wouldn't see why this could not be approved. There would not be no way to stop this driveway from having access through the old driveway in front of the barn. There is a little bit better line of site with the new driveway than from the historically used driveway. Since there is already an established access, then this is an improved access. He state the Road Supervisor would be within his bounds to approve this but knowing it does not meet technically what you necessarily impose, there is some basis for justifying the approval. There is a prior, pre existing entrance that is not as good as this one. That would be your only bases for approval. Since there is already access this would be approved access over what he has and could continue to use. He stated it was his understanding the state regulations are if there is already access they will not allow a new cut, but would make the property owner of the access to allow use of that access. He stated his thought was since there was already an access there that has been there pre existing, this access is better that what is already there and you sort of look at it in that aspect, since your not locking yourself in, so that if someone else comes in that is in a similar situation and there has never been a historical access to the road there, so as to not be boxed into giving approval for them to have the same access. Here you have some precedence, someone is already using that access point, this is actually an improved access that you could authorize the Road Supervisor to go ahead and approve this. The ordinance does not spell out specific line of site. Squire Hart made a motion to approve the drive based on what the County Attorneys said, Judge Bertram stated since already have a historic driveway and a better access than the pre existing driveway access, he feels like approval could be given, seconded by Squire Wells, motion carried.

Information recorded as follows;

- D. Prior to Fiscal Court consideration of a subdivision street for acceptance into the county road system, the county road supervisor shall certify that the following minimum specifications, or above minimum specifications if deemed necessary, the county road supervisor, have been met or exceeded:
    1. There shall be a dedicated or dedicated 30 feet of right of way.
    2. Street surfaces shall be at least 18 feet in width.
    3. There shall be a two- (2)-foot shoulder between street and ditch line.
    4. Topsoil shall be removed, sub-soil shall be leveled and free of soft areas. Any dirt shall be compacted.
    5. Drainage and culvert pipe shall be installed to assure proper drainage. Drainage pipes at a minimum of 12 inches in diameter, to be a least 16 gauge coated steel at a minimum of 20 feet in length.
  - E. All phases of construction shall be inspected and approved by the county road supervisor or representative of the Pendleton County Fiscal Court.
    1. 2 inches of dense grade leveled and rolled, 5 inches of reinforced concrete of a least 3,500 lb. Mix.
    2. 4 inches of #2 stone, 2 inches of dense grade gravel leveled and rolled, 4 inches of reinforced concrete at least 3500 lb.
    3. 4 inches of #2 stone, 3 inches of dense grade gravel and rolled, 2 inches of bituminous asphalt base mix, 2 inches of bituminous asphalt surface mix.
  - F. The Pendleton County Fiscal Court shall reserve the right to determine the number of dwellings on streets that should constitute a subdivision.
- Section 7.5 - Private Drive Connections to County Roads
- A. Any person wishing to abut a private drive to a county road must first contact the county road supervisor.
  - B. County road supervisor must review the entrances of a private drive for line of site; need of culvert and need for ditching.
  - C. After review of the drive the county road supervisor will set standards needed to locate and qualify such drive.
  - D. In order for a private drive to receive approval all specifications as established by the road supervisor must be met.

In Re: Haley Road Bridge and David Pribble Drive.

The Pendleton County Road Supervisor, Tim Antrobus, reported the Haley Road Bridge will be opened for Public use on August 15<sup>TH</sup>, 2007.

Judge Bertram presented the three bids as received for the excavation on the extension of the David Pribble Drive. The bids were opened as follows:

- a. The first bid was received from Terry Maxedon Excavating (this bid was withdrawn.)
- b. Platt excavation at six thousand nine hundred eight dollars (\$6,980.00).
- c. Bishop quote 8,300.00.

Squire Veirs made a motion to accept the low bid as received from Platt excavation at six thousand nine hundred eighty dollars (\$6,980.00), seconded by Squire Hart, motion carried.

In Re: Appoint Rose Verax to the Pendleton County Local Health Board as the Fiscal Court Representative.

Judge Bertram nominated Ms Rose Verax to serve as the Fiscal Court representative to the Pendleton County Local Health Board. Squire Wells made a motion to appoint Rose Verax as the Fiscal Court representative to the Pendleton County Local Health Board, seconded by Squire Whaley, motion carried.

In Re: First Reading of an Ordinance Dealing with the Destruction of County Maintained Roads.

Judge Bertram asked the County Attorney to read the Ordinance. This will stand as the First Reading of an ordinance curtailing and/or eliminating premature destruction of count roads due to deposits of debris, overweight vehicles (including trucks), use of tract equipment on county roads and any and all activities conducted on county roads that cause premature destruction of county maintained roads.

In Re: Sheriff's Amended Budget for 2007.

Each Fiscal Court member was given a copy of the Sheriff's Amended Budget for 2007. The Pendleton County Sheriff, Charles "Craig" Peoples, was present and gave an explanation of the Amended Budget. Squire Whaley made a motion to approve the 2007 Sheriff's Amended Budget, seconded by Squire Veirs, motion carried.

Information recorded as follows:

PENDLETON COUNTY SHERIFF'S OFFICE

BUDGET AMENDMENT

08/10/2007

At the end of the second the following lines items in the disbursements of the budget estimates where detected. Below is the Budget amendments needed to correct the expenditures.

Line Item	Description	Budget Estimate	YTD	Budget Increase	New Budget Est.	Transfer From line item	Over	Trnsfr. from Line Item
16	Vehicle Maintenance	\$ 5,000.00	4,868.00	2,000.00	7,000.00	21,48,32		
19	Office Materials	2,600.00	2,755.00	200.00	2,800.00	21,48,32	155.00	32
20	Uniforms	3,500.00	3,941.00	1000.00	4,500.00	21,48,32	441.00	32
22	Mobile Phones	3,200.00	2,092.86	2,400.00	5,600.00	21,48,32		
24	Ammunition	400.00	612.75	0.00	0.00	21	212.75	32

Transferring from line item 21 (\$ 4,000.00), 48 ( \$ 1,500.), 32 ( \$ 100.) in disbursements to cover all future disbursements in line items 16, 19, 20, 22, 24.

Transfer \$ 809.96 from line item 32 to line items 19, 20, 24, to cover overages in disbursements as of July 31, 2007.

Part Three Disbursements	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Unpaid Obligations 12/31	Settlement Total
1. Personal Services								
2. Sheriff's Gross Salary	66,000.00	16486.44	16517.16			\$33,003.60		
3. Deputies' Gross Salaries	69,188.30	13297.06	13297.06			\$31,594.12		
4. Part Time Gross Salaries	\$6,000.00	\$1,500.00	\$1,500.00			\$3,000.00		
5. Secretary Salaries	\$21,300.00	\$5,365.86	\$5,365.86			\$10,731.72		
6. Overtime Gross	\$8,000.00	\$1,306.38	\$2,395.11			\$3,701.49		
7. Transport Salaries	\$59,900.00	\$15,294.60	\$15,294.60			\$30,589.20		
8. Employee Benefits								
9. Employer's Share Social Security								
10. Employer's Share Retirement								
11. R.M.P.F.	\$16,000.00	\$4,338.75	\$5,974.40			\$8,313.15		
12. School Resource Officer	\$40,763.00	\$10,190.64	\$10,190.64			\$20,381.28		
13. Training Fringe Benefit (HB810)	\$1,000.00							
14. Contracted Services								
15. Advertising	\$200.00	\$41.82				\$41.82		
16. Vehicle maintenance and repairs	\$5,000.00	\$808.33	\$4,059.87			\$4,868.40		
17.								
18. Supplies and Materials (long life items with useful life span)								
19. Office Materials and supplies	\$2,600.00	\$2,125.91	\$629.47			\$2,755.41		
20. Uniforms	\$3,500.00	\$939.04	\$3,002.76			\$3,941.80		
21. Gasoline	\$35,000.00	\$5,070.25	\$8,261.22			\$13,331.47		
22. Mobile Phones	\$3,200.00	\$1,069.72	\$1,023.14			\$2,092.86		
23. Gun Fund Courthouse	\$7,500.00	\$1,890.00	\$2,030.00			\$3,920.00		
24. Ammunition	\$400.00	\$236.00	\$376.75			\$612.75		
25. Other Charges (not in contracted services, nonexpendable items)								
26. Convention & Training	\$2,000.00	\$117.88	\$129.20			\$547.08		
27. Dues	\$350.00							
28. Postage	\$800.00	\$200.01	\$165.14			\$365.15		
29. Office Phones	\$2,000.00	\$330.57	\$665.27			\$995.84		
30. Miscellaneous	\$2,000.00	\$366.00	\$8,312.18			\$8,678.18		
31. C.O.D.W Fees	\$4,000.00	\$665.00	\$215.00			\$880.00		
32. Rent	\$1,000.00							
33. Computer/Printer	\$1,500.00	\$135.90	\$515.90			\$651.80		

Part Three Disbursements	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Unpaid Obligations 12/31
34.							
35.							
36. Radio	\$1,000.00		\$449.49			\$449.49	
37. Range Instructor	\$1,500.00	\$375.00	\$375.00			\$750.00	
38. Bailiff Salary	\$3,000.00	\$964.00	\$1,228.00			\$2,192.00	
39.							
40. Debt Service (Removed money, interest, lease/purchases)							
41. State Advancement	\$160,500.00						
42. Bank Loan January Salary	\$21,000.00	\$4,810.00				\$4,810.00	
43. Interest							
44. Vehicle Lease (Tahoe & 01 CV)	\$16,600.00	\$16,974.13				\$16,974.13	
45. Capital Outlay (Outright purchase of tangible items having in nature)							
46. Office Equipment	\$1,600.00	\$1,562.00				\$1,562.00	
47. Vehicles	\$25,000.00	\$24,999.90				\$24,999.90	
48. Web Page	\$1,500.00						
49. Repayment of vehicle loan		\$2,000.00	\$23,496.73			\$25,496.73	
50. Total	\$91,702.00	\$33,461.42	\$128,769.95			\$262,231.37	
For office that fee pool, pay fees to county prior to December 31, or counties over 70,000 in population, show payments on appropriate line below:							
51. Payments to County Treasurer							
52. Payments to State Treasurer							
53. Total Disbursements (Total lines 30, 51, and 52)	\$591,702.00	\$133,461.42	\$128,769.95			\$262,231.37	

Copy the figures shown on line 33 in the Budget Estimate column in the Summary on page 1, column 1, line 2. Copy the figure shown on line 53 in the Total YTD column to page 1, column 2, line 2. Copy the figure shown on line 53 in the Unpaid Obligations column to page 1, column 3, line 2.

Part Two Receipts	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Accounts Receivable 12/31	Settlement Total
1 School Resource Officer	28,000.00		\$18,224.98			\$18,224.98		
2 State Grants								
3 State - KLEFTP	16,600	\$4,305.60	\$3,974.40			\$8,280.00		
4 State Fee for services (court time)	\$3,000.00	\$1,480.00	\$1,464.00			\$2,944.00		
5 Miscellaneous	\$3,000.00	\$701.49	\$993.67			\$1,694.56		
6 State Fund Transport Deputies	\$29,900.00	\$14,961.21	\$14,961.21			\$29,922.42		
7 Court Clerk								
8 Sheriff Security Services	\$17,000.00	\$2,041.85	\$3,167.32			\$5,209.17		
9 License Fees Collected Gen Fund	\$7,500.00	\$1,899.00	\$2,030.00			\$3,929.00		
10 Court Ordered Payments								
11 Fiscal Court								
12 County Clerk Delinquency Fee	\$12,000.00	\$89.81	\$8,265.46			\$8,355.27		
13 Commissions on Taxes Collected	\$180,000.00	\$12,081.37	\$25,645.10			\$37,726.47		
14 Fees Collected for Services								
15 Crime Inspections	\$1,000.00	\$920.00	\$1,110.00			\$2,030.00		
16 Weekend Police Reports	\$500.00	\$72.00	\$89.00			\$152.00		
17 Crime Papers	\$19,000.00	\$8,091.00	\$8,799.00			\$16,881.00		
18 Court DW	\$9,000.00	\$932.00	\$559.00			\$1,491.00		
19 State Fund 07 Cow Vic	\$25,000.00	\$25,000.00				\$25,000.00		
20 Gas for Prisoner Transport	\$12,000.00	\$1,668.00	\$3,216.00			\$4,884.00		
21 Interest Earned	\$3,500.00	\$443.45	\$1,217.74			\$1,661.19		
22 Local Revenues	\$300,700.00	\$74,677.78	\$93,668.28			\$168,346.06		
23 Hotel and Inn tax	\$10,000.00	\$9,234.78	\$3,687.07			\$12,921.85		
24 Sales Adv For January	\$22,000.00	\$4,800.00				\$4,800.00		
25 Sales Adv for August	\$160,500.00	\$75,000.00	\$44,166.57			\$89,166.57		
26 Local State Vehicle Lease	\$16,600.00	\$16,600.00				\$16,600.00		
27 Local Receipts (lines 22 through 26)	\$672,800.00	\$189,312.56	\$141,522.92			\$299,834.58		

**In Re: County Treasurer's Presentation of Annual Statement.**

Judge Bertram presented the Pendleton County Fiscal Court Financial Statement and a letter of compliance from the Pendleton County Attorney. Squire Wells made a motion to accept the Annual Financial Statement as presented, seconded by Squire Veirs, motion carried.

Information recorded as follows:

OFFICE OF  
PENDLETON COUNTY ATTORNEY  
216 WEST SHELBY STREET  
FALMOUTH, KENTUCKY 41040

JEFFERY B. DEAN  
COUNTY ATTORNEY

TEL. (859) 654-3186  
 FAX (859) 654-7304

August 7, 2007

Vicky King  
Pendleton County Treasurer  
233 Main Street  
Falmouth, KY 41040

RE: 2006-2007 Pendleton County Fiscal Court  
Annual Financial Statement

Dear Micky:

At your request, I have reviewed the Annual Financial Statement for the Pendleton Fiscal Court for the 2006-2007 fiscal year. This letter will verify that I have inspected the settlement as attached to your letter of July 16, 2007. It is my opinion that the financial statement complies with all legal requirements.

Should you have any questions or need further information please do not hesitate to call.

Very truly yours,

Jeffery B. Dean

JB17/14

Pendleton County Fiscal Court  
Financial Statement  
Fiscal Year 2006-2007  
As Of June 30, 2007

SUMMARY

	General	Debt	Jail	LEGIS	C.D.R.G.	Ambulance	Garage	911 Fund	Other	EXPENSES	Total
State Revenue	2,396,514.89	2,191,067.33	441,513.26	1,669,591.56		493,858.31		313,934.56	4,485.00	901,901.13	7,500,480.29
Local Revenue	1,749,945.62	1,561,512.46	398,733.62	474,505.32		367,257.77		267,568.07	4,465.00	111,482.17	4,760,641.63
Grants Revenue	910,668.47	628,419.67	42,774.74	1,185,065.24		80,597.57		45,046.52		51,931.74	3,017,419.15
Total Revenue	5,057,128.98	4,381,000.46	883,021.62	3,339,722.12		922,113.65		626,549.15	8,950.00	1,465,315.04	15,276,276.99
Expenditures	4,000,000.00	3,000,000.00	2,000,000.00	1,000,000.00		500,000.00		200,000.00		1,000,000.00	13,700,000.00
Balance	1,057,128.98	1,381,000.46	883,021.62	2,339,722.12		422,113.65		426,549.15	8,950.00	465,315.04	1,576,276.99

RECONCILIATION

	General	Debt	Jail	LEGIS	C.D.R.G.	Ambulance	Garage	911 Fund	Other	EXPENSES	Total
State Balance	865,268.08	683,139.17	45,774.72	474,505.14		49,429.18		49,555.96		57,988.47	1,746,611.24
Grants Revenue	910,668.47	628,419.67	42,774.74	1,185,065.24		80,597.57		45,046.52		51,931.74	3,017,419.15
Expenditures	4,000,000.00	3,000,000.00	2,000,000.00	1,000,000.00		500,000.00		200,000.00		1,000,000.00	13,700,000.00
Balance	1,057,128.98	1,381,000.46	883,021.62	2,339,722.12		422,113.65		426,549.15	8,950.00	465,315.04	1,576,276.99

TO THE BEST OF MY KNOWLEDGE, THE INFORMATION CONTAINED HEREIN IS ACCURATE AND COMPLETE.

*Wesley King*  
Wesley King, County Treasurer  
*Wesley King*  
Wesley King, County Treasurer

7/17/07  
Date  
7/17/07  
Time

PENDLETON COUNTY TREASURER'S REPORT  
INVESTMENTS ATTACHMENT

FOR PERIOD ENDING 6-30-07

DEBT RESERVE - SINKING FUND - UK BANK

CASH BALANCE	
Receipts	\$718,564.31
Investment, 6 Month CD, Interest ( 1577)	\$1,725.32
Investment, 6 Month CD, Interest ( 1579)	\$1,436.69
TOTAL	\$728,893.31

Less County Orders Totalling	\$0.00	\$0.00
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CASH BALANCE AS OF	30-Jun-07	\$728,893.31
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Respectfully submitted,

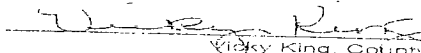
*Wesley King*  
Wesley King  
County Treasurer

## Pendleton County Fiscal Court Statement of Assets

The following information is reported for the close of FY 2006-2007 and the amounts stated are a true and correct representation of the Cash Basis Accounting method.

General Fund		
1000	CHECKING ACCOUNTS	\$810,668.47
	General Fund Total	\$810,668.47
Road Fund		
1000	CHECKING ACCOUNTS	\$628,419.87
	Road Fund Total	\$628,419.87
Jail Fund		
1000	CHECKING ACCOUNTS	\$42,778.74
	Jail Fund Total	\$42,778.74
Local Government Economic Assistance Fund		
1000	CHECKING ACCOUNTS	\$466,192.93
1001	CHECKING ACCOUNTS	\$0.00
1200	CERTIFICATES OF DEPOSIT	\$722,883.31
	L.G.E.A. Fund Total	\$1,195,086.24
Federal Grants		
1000	CHECKING ACCOUNTS	\$0.00
	C.D.B.G. Fund Total	\$0.00
Ambulance Fund		
1000	CHECKING ACCOUNTS	\$39,597.57
1001	CHECKING ACCOUNTS	\$0.00
	Ambulance Fund Total	\$39,597.57
Juvenile Accountability Incentive Block Grant		
1000	CHECKING ACCOUNTS	\$0.00
	JAIBG Fund Total	\$0.00
911 Fund		
1000	CHECKING ACCOUNTS	\$45,946.52
	911 Fund Fund Total	\$45,946.52
Microenterprise Fund		
1000	CHECKING ACCOUNTS	\$0.00
	Micro Fund Total	\$0.00
Mental Health/Mental Retardation Fund		
1000	CHECKING ACCOUNTS	\$54,921.74
	MH/MR Fund Fund Total	\$54,921.74
	Grand Total All Funds	\$2,817,419.15

Published by the Pendleton County Fiscal Court this the 30 day of June 2007.

  
Vicki King, County Treasurer

### NOTICE OF AVAILABILITY

All interested persons and organizations in the County are hereby notified that a copy of the County's FY End Statements in full are available for public inspection at the office of the County Treasurer during normal business hours.

## Pendleton County Fiscal Court Statement of Revenues

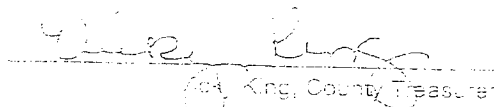
The following information is reported for the close of FY 2006-2007 and the amounts stated are a true and correct representation of the Cash Basis Accounting method.

General Fund		
4101	REAL ESTATE - SHERIFF	\$653,386.11
4102	TANGIBLE PERSONAL PROPERTY - SHERIFF	\$75,543.29
4103	MOTOR VEHICLE TAXES - COUNTY CLERK	\$133,062.87
4104	DELINQUENT TAXES - COUNTY CLERK	\$16,542.38
4121	ADVERTISING COSTS	\$220.00
4130	BANK SHARES	\$24,628.56
4131	FRANCHISE CORPORATION	\$112,192.35
4134	OCCUPATIONAL LICENSE FEE/TAX	\$363,239.26
4135	DEED TRANSFER	\$31,161.74
4302	EXCESS FEES - CLERK	\$25,388.78
4304	EXCESS FEES - SHERIFF	\$27,175.21
4401	BUSINESS LICENSE	\$751.16
4406	OTHER LICENSES	\$2,830.50
4504	FEDERAL/STATE GRANT	\$50,000.00
4505	MO-TAX OTHER COUNTIES	\$10,842.55
4510	STATE GRANT	\$36,673.79
4520	ELECTION REFUND	\$7,200.00
4522	LEGAL PROCESS TAX	\$66.50
4532	AOC SPACE RENTAL	\$45,987.00
4561	FISCAL COURT FILING FEES	\$38,546.50
4603	LANDFILL USER	\$362,596.55
4611	EMERGENCY DISPATCH SERVICE	\$38,296.36
4612	ANIMAL SHELTER	\$4,202.00
4711	RENTAL AND LEASE RECEIPTS	\$9,649.77
4713	RECYCLING RECEIPTS	\$1,200.00
4728	DONATIONS	\$586.75
4733	INSURANCE REIMBURSEMENT	\$8,618.78
4799	OTHER RECEIPTS	\$53,819.52
4801	INTEREST EARNED	\$40,684.11
4901	SURPLUS PRIOR YEAR	\$544,566.55
4909	TRANSFERS TO OTHER FUNDS	\$-365,000.00
4911	BORROWED MONEY	\$1,750.36
	General Fund Total	\$2,360,514.09
Road Fund		
4506	STATE REIMBURSEMENT	\$196,132.00
4514	TRANSPORTATION CABINET	\$164,278.45
4516	TRUCK LICENSE DISTRIBUTION	\$232,937.56
4517	DRIVERS LICENSE REFUND	\$1,480.75
4518	COUNTY ROAD AID	\$691,136.00
4704	SURPLUS MACHINERY/EQUIPMENT SALES	\$19,126.00
4706	ROAD MATERIAL SALES	\$4,677.82
4799	OTHER RECEIPTS	\$525.50
4801	INTEREST EARNED	\$53,422.42
4901	SURPLUS PRIOR YEAR	\$828,145.83
	Road Fund Total	\$2,191,862.33
Jail Fund		
4533	JAIL OPERATION PAY	\$53,895.87

4534	JAIL MEDICAL PAYMENTS	\$2,838.38
4535	COURT COSTS - JAIL OPERATION	\$8,145.90
4538	D.U.I. FEES FROM STATE	\$2,720.72
4567	COURT COST SUPPLEMENT	\$14,853.35
4799	OTHER RECEIPTS	\$3,127.00
4801	INTEREST EARNED	\$1,684.53
4901	SURPLUS, PRIOR YEAR	\$24,747.96
4910	TRANSFERS FROM OTHER FUNDS	\$330,000.00
Jail Fund Total		\$441,513.76
Local Government Economic Assistance Fund		
4510	STATE GRANT	\$77,608.00
4512	HOMELAND SECURITY GRANT	\$54,196.30
4529	LGEA - MINERAL TAX	\$430,735.79
4541	DES REIMBURSEMENT	\$5,544.02
4680	SERVICE FEES	\$12,910.00
4801	INTEREST EARNED	\$37,409.48
4901	SURPLUS, PRIOR YEAR	\$1,111,186.97
4909	TRANSFERS TO OTHER FUNDS	\$-60,000.00
L.G.E.A. Fund Total		\$1,669,591.56
Federal Grants		
4901	SURPLUS, PRIOR YEAR	\$0.00
C.D.B.G. Fund Total		\$0.00
Ambulance Fund		
4510	STATE GRANT	\$10,683.76
4608	AMBULANCE SERVICE	\$304,958.93
4799	OTHER RECEIPTS	\$200.00
4801	INTEREST EARNED	\$395.31
4901	SURPLUS, PRIOR YEAR	\$30,617.34
4910	TRANSFERS FROM OTHER FUNDS	\$60,000.00
Ambulance Fund Total		\$406,855.34
Juvenile Accountability Incentive Block Grant		
4901	SURPLUS, PRIOR YEAR	\$0.00
JAIBG Fund Total		\$0.00
911 Fund		
4140	TELEPHONE 911 FEE/TAX	\$168,312.51
4562	STATE CMRS FUNDS	\$82,888.63
4799	OTHER RECEIPTS	\$13.50
4801	INTEREST EARNED	\$2,060.76
4901	SURPLUS, PRIOR YEAR	\$25,579.19
4910	TRANSFERS FROM OTHER FUNDS	\$35,000.00
911 Fund Fund Total		\$313,854.59
Microenterprise Fund		
4504	FEDERAL/STATE GRANT	\$4,465.00
4901	SURPLUS, PRIOR YEAR	\$0.00
Micro Fund Total		\$4,465.00
Mental Health/Mental Retardation Fund		
4103	MOTOR VEHICLE TAXES - COUNTY CLERK	\$18,567.12
4104	DELINQUENT TAXES - COUNTY CLERK	\$2,417.70
4114	HEALTH DISTRICTS	\$120,269.16
4417	CABLE VISION FRANCHISE FEE	\$444.42
4801	INTEREST EARNED	\$2,892.70
4901	SURPLUS, PRIOR YEAR	\$44,813.01
MH/MR Fund Fund Total		\$189,404.11

Grand Total All Funds \$7,578,050.78

Published by the Pendleton County Fiscal Court this the 30 day of June 2007


  
John King, County Treasurer


## NOTICE OF AVAILABILITY

All interested persons and organizations in the County are hereby notified that a copy of the County's FY End Statements in full are available for public inspection at the office of the County Treasurer during normal business hours.

# Pendleton County Fiscal Court Statement of Appropriations

The following information is reported for the close of FY 2006-2007 and the amounts stated are a true and correct representation of the Cash Basis Accounting method.

General Fund		
500	OFFICE OF PUBLIC SAFETY/INVESTIGATIVE	\$1,131,100.75
5015	OFFICE OF COUNTY ATTORNEY	\$25,250.00
5010	OFFICE OF COUNTY CLERK	\$15,811.14
5015	OFFICE OF SHERIFF	\$1,525.00
5020	OFFICE OF CORONER	\$1,304.57
5035	JUDICIAL COURT	\$52,316.81
5030	OFFICE OF THE PROPERTY VALUATION ADMINISTR	\$2,075.91
5035	OFFICE OF BOARD OF ASSESSMENTS	\$101.00
5040	OFFICE OF COUNTY TREASURER	\$28,219.62
5047	OFFICE OF TAX ADMINISTRATOR	\$30,025.63
5060	COUNTY LAW LIBRARY	\$500.00
5085	ELECTIONS	\$37,341.70
5070	PLANNING AND ZONING	\$30,000.00
5075	ECONOMIC DEVELOPMENT	\$25,000.00
5075	COMMUNITY DEVELOPMENT	\$8,000.00
5080	COURTHOUSE	\$74,357.05
5085	OTHER COUNTY PROPERTIES	\$39,595.77
5086	ANNEX BUILDING	\$6,523.57
5133	ADVANCE LIFE SUPPORT	\$238,233.37
5135	DISASTER AND EMERGENCY SERVICES	\$1,900.00
5150	FOREST FIRE PROTECTION	\$1,600.00
5175	PUBLIC DEFENDER	\$1,790.00
5205	OFFICE OF THE COUNTY DOG WARDEN	\$43,376.51
5210	SANITARY LANDFILL	\$36,904.17
5215	SOLID WASTE COLLECTION	\$27,644.52
5227	WATER AND SEWAGE SYSTEM	\$17,000.00
5305	SENIOR CITIZENS PROGRAM	\$10,000.00
5325	CEMETERIES AND MEMORIALS	\$14,200.51
5330	GENERAL CHARITY AND WELFARE	\$1,353.03
5405	OTHER RECREATION PROGRAMS	\$88,275.89
5420	TOURIST AND CONVENTION	\$2,068.26
5425	CELEBRATIONS, FESTIVALS & CULTURAL PROGRAM	\$5,156.27
5430	OTHER EXTENSION SERVICES	\$210.00
5501	AIRPORTS	\$5,000.00
7700	LEASES	\$26,249.77
8000	CAPITAL PROJECTS	\$500.00
8011	ECONOMIC DEVELOPMENT	\$868.91
9100	GENERAL SERVICES	\$188,320.00
9400	FRINGE BENEFITS- EMPLOYERS SHARE	\$279,041.50
General Fund Total		\$1,549,845.62
Road Fund		
5103	ROAD SUPERVISOR	\$3,733.34
5105	ROAD MAINTENANCE	\$1,431,563.34
5085	OTHER CAPITAL PROJECTS	\$12,201.00
9400	FRINGE BENEFITS- EMPLOYERS SHARE	\$86,735.78
Road Fund Total		\$1,563,442.46
Self Fund		
5103	WASTE WARE	\$1,793.31
5105	WASTE RETENTION	\$2,251.52
5100	GENERAL SERVICES	\$2,531.76
9400	FRINGE BENEFITS- EMPLOYERS SHARE	\$12,811.19
Self Fund Total		\$398,735.02
Local Government Economic Assistance Fund		
5103	COUNTY FIRE DEPARTMENT	\$55,356.32
5105	RESOUR SQUAD	\$10,000.00
5105	DISASTER AND EMERGENCY SERVICES	\$55,343.84
5105	HOME LAND SECURITY MACHINERY & EQUIP	\$12,716.44
5105	EMERGENCY DISPATCH SERVICE (911)	\$10,000.00
5105	WATER SYSTEM	\$50,000.00
5105	SERVICES TO CHILDREN AND YOUTH	\$1,150.00
5105	OTHER RECREATION PROGRAMS	\$25,674.53
5105	LEASES	\$131,355.52
9400	FRINGE BENEFITS- EMPLOYERS SHARE	\$763.72
L.G.E.A. Fund Total		\$474,505.32
Ambulance Fund		
5103	AMBULANCE SERVICE	\$367,257.77
Ambulance Fund Total		\$367,257.77
911 Fund		
5105	EMERGENCY DISPATCH SERVICE (911)	\$211,405.27
9400	FRINGE BENEFITS- EMPLOYERS SHARE	\$55,442.80
911 Fund Fund Total		\$267,908.07
Microenterprise Fund		
5075	ECONOMIC DEVELOPMENT	\$4,465.00
Micro Fund Total		\$4,465.00
Mental Health/Mental Retardation Fund		
5103	MENTAL HEALTH/MENTAL RETARDATION	\$134,482.37
MH/MR Fund Fund Total		\$134,482.37
Grand Total All Funds		\$4,760,641.63

Published by the Pendleton County Fiscal Court this 30 day of June 2007  
  
 Glicky King, County Treasurer

NOTICE OF AVAILABILITY  
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BODMAN'S GARAGE	\$548.72
BRANDER	\$58.11
HOWARD PYLES	\$50.00
HALL STONE INC.	\$1,548.57
JOHN HENDY CONTRACTING	\$48.21
HENRY BERTRAM	\$8.28
MILLTOP STONE LLC	\$40,155.30
HOLT EQUIPMENT COMPANY, LLC	\$5,10.55
HOWARD JOHNSTON	\$1,557.50
GARY HARDY / J&L TIRE SERVICE	\$520.17
J. EDINGER & SON, INC.	\$848.73
KY ASSOCIATION OF COUNTIES WORKER COMP.	\$13,114.47
KAGO UNEMPLOYMENT INSURANCE FUND	\$407.32
KENNY'S COLLISION CENTER	\$1,734.48
KENTON FIRE DISTRICT	\$25.76
KENTUCKY UTILITIES COMPANY	\$135.80
KENTUCKY MOTOR SERVICE FALMOUTH	\$2,066.03
LATONIA BLACKTOP SERVICE, LLC	\$3,850.00
KENTUCKY STATE TREASURER	\$12,200.00
LICKING VALLEY OIL COMPANY	\$8,117.97
LOGAN LUMBER COMPANY	\$25.13
STEVE LOSEY	\$200.00
MAGO CONSTRUCTION CO., INC.	\$365,997.23
MARATHON ASHLAND PETROLEUM LLC	\$4,637.14
MIDWEST BOTTLE GAS INC.	\$134.35
RODNEY MILES - BODY SHOP	\$536.04
MOBILCOMM INC.	\$1,713.56
MORTON INTERNATIONAL	\$19,901.85
MOTRIM, INC.	\$2,308.05
CARSON AUTO & TRACTOR SUPPLY, INC.	\$3,405.35
NATURCHEM, INC.	\$7,350.00
NORTHERN TOOL & EQUIPMENT	\$489.95
TIM NORTON AUTO SERVICE L.L.C.	\$957.50
L.L.C. NUTTING COMPANY	\$19,707.65
OFFICE DEPOT	\$1,202.60
OHIO TRUCK EQUIPMENT INC.	\$186.69
OWEN ELECTRIC COOPERATIVE INC.	\$112.73
PALMER ENGINEERING, INC.	\$47,750.00
PAUL DICKISON, ESTATE	\$12.60
PENDLETON COUNTY PAYROLL FUND	\$43,305.28
PENDLETON COUNTY WATER DISTRICT	\$415.35
PEOPLES TROPHIES & AWARDS	\$312.00
PILES CHEVROLET	\$13,218.00
PRESTRESS SERVICES, INC.	\$227,571.30
RANDALL REED/REED'S TREE & LANDSCAPING	\$550.00
REIS CONCRETE PRODUCTS INC.	\$3,753.45
RSP INC.	\$112,453.91
PENDLETON COUNTY ROAD FUND	\$40.10
ROAD PAYROLL	\$217,920.64
ROBERT SIMPSON EQUIPMENT	\$5,991.82
RUMPKIE OF KENTUCKY INC.	\$500.25
SCOTT GROSS COMPANY, INC.	\$275.00
STANDARD EQUIPMENT CO.	\$2,051.45
ST ELIZABETH MEDICAL CENTER -ERLANGER	\$10.50

LE REIS CULVERTING	\$5,001.84
UNIVERSITY OF KENTUCKY	\$500.00
WALLEY INDUSTRIAL PRODUCTS INC.	\$133.83
WILSON SUPPLY COMPANY	\$2,122.35
WILSON REALTY & ECTIONS	\$120.25
MINNELSON	\$322.00
WATERS SUPERVALT	\$117.50
WE MEDICAL, INC. - #148	\$415.35
Jail Fund	
Road Fund Total	
\$1,563,442.46	
FALMOUTH ACE HARDWARE	\$18.11
DOONE COUNTY JAIL	\$1,520.00
BRINKMAN OIL CO.	\$3,586.00
BROADWING COMMUNICATIONS INC.	\$157.05
BURLINGTON PHARMACY	\$2,519.67
COUNTRYSIDE MOTORS	\$19,782.00
CAMP SAFETY EQUIPMENT	\$300.00
CINCINNATI BELL TELEPHONE	\$1,706.37
PENDLETON COUNTY CLERK	\$15.00
HOLLARD COLVIN	\$60.85
COMMONWEALTH ORTHOPEDIC CENTER	\$520.00
COUNTY OFFICIALS LEADERSHIP INSTITUTE	\$65.00
DKC RADIO	\$980.86
GARY HARDY / J&L TIRE SERVICE	\$3,218.64
KENTUCKY JAILERS ASSOCIATION	\$700.00
KIL PAYROLL	\$52,815.93
KENTUCKY STATE TREASURER	\$3,001.50
KY ASSOCIATION OF COUNTIES WORKER COMP.	\$2,823.15
KAGO UNEMPLOYMENT INSURANCE FUND	\$107.97
KAUFFMAN TIRE/CINCINNATI	\$426.00
KAYE O. JOHNTING	\$890.00
KEN KELL'S	\$3,586.01
KENTUCKY UNIFORMS, INC.	\$315.14
L & W EMERGENCY EQUIPMENT	\$550.98
LICKING VALLEY OIL COMPANY	\$2,739.21
LENN STINKAMP - MIDWEST AUTOMOTIVE	\$1,443.25
MOBILE MEDICAL RESOURCES, INC.	\$100.00
TIM NORTON AUTO SERVICE L.L.C.	\$125.00
OFFICE DEPOT	\$487.09
PENDLETON COUNTY PAYROLL FUND	\$10,926.57
PEOPLES TROPHIES & AWARDS	\$11.00
PENDLETON COUNTY SHERIFF	\$70,900.56
Jail Fund Total	
\$398,735.02	
Local Government Economic Assistance Fund	
FALMOUTH ACE HARDWARE	\$150.76
BARNES HARDWARE AND LUMBER	\$70.18
BONDED LOCK SERVICE	\$200.00
BROADWING CONSTRUCTION	\$102.00
BROADWING COMMUNICATIONS INC.	\$60.95
BUTLER FIRE DEPARTMENT	\$2,500.00
CITY OF BUTLER	\$12,500.00
CAMP SAFETY EQUIPMENT	\$1,156.00
CW-G	\$24,524.20
CINCINNATI BELL TELEPHONE	\$7,504.95

CENTRAL CANTORIAL SUPPLY	\$381.77
PENDLETON COUNTY CLERK	\$ 0.00
RICHARD COLVIN	\$ 0.00
RONRAD HARDWARE AND FURNITURE	\$184.83
ROCC COMMUNICATIONS	\$184.83
ROCC COMPUTERS	\$113.00
ROCKMAN RENOVATED PROPERTIES, LLC	\$113.00
RON VILLIS	\$3,300.00
RUKE ENERGY	\$1,878.82
SASTIPENDLETON WATER DISTRICT	\$2,332.87
CITY OF PALMOUTH	\$18,000.00
WALLS INCORPORATED	\$49,888.00
INDEPENDENCE COMMUNICATIONS, INC.	\$2,364.82
INSIGHT	\$8,410.00
INTERACT SYSTEMS	\$1,092.40
MARY HARDY / J&L TIRE SERVICE	\$13,480.00
MINE'S INFORMATION GROUP	\$254.82
MOLLY PLUMBING	\$328.00
RON GOSNEY - ELECTRICAL SERVICES	\$134.00
N. EMERGENCY MANAGEMENT ASSOCIATION	\$1,294.50
MINDRA JONES	\$50.00
MSB SAFETY	\$4.77
PAKE WILLIAMSTOWN EXPANSION COMMITTEE	\$23.10
PENDLETON CO. FISCAL CT. PAYROLL ACCT.	\$15,000.00
MIDWEST BOTTLE GAS INC.	\$9,933.28
MIKE MOORE	\$90.60
MOONEY MILES - BODY SHOP	\$11.10
MOBILCOMM INC.	\$65.00
MODERN OFFICE METHODS INC.	\$728.75
GARSON AUTO & TRACTOR SUPPLY, INC.	\$1,172.14
MOXTEL COMMUNICATIONS	\$33.77
NORTHERN KY AREA PLANNING COMMISSION	\$639.48
NORTHERN KENTUCKY REGIONAL HAZMAT/WMD RE	\$10,000.00
NORTHERN PENDLETON AMBULANCE	\$1,461.10
OFFICE DEPOT	\$10,000.00
OVEN ELECTRIC COOPERATIVE INC.	\$366.11
PENDLETON COUNTY PAYROLL FUND	\$8,444.73
PENDLETON CO. EMERGENCY MANAGEMENT	\$763.78
PENDLETON COUNTY WATER DISTRICT	\$500.00
PEOPLES TROPHIES & AWARDS	\$241.32
RAL ELECTRONICS	\$200.00
COMMUNITY RECREATION COMMISSION	\$284.81
RICK'S HEATING AND AIR	\$28,634.67
RIDGEC OF KENTUCKY INC.	\$310.00
PENDLETON COUNTY SEARCH & RESCUE INC.	\$298.22
KENTUCKY STATE TREASURER	\$3,338.90
TRIMVIX PROCESSING CENTER	\$3,000.00
LELANDINGHAM & SONS INC.	\$232.80
FIFTH THIRD BANK	\$2,986.00
WILLYNS SUPPLY COMPANY	\$151,365.52
	\$485.00
L.G.E.A. Fund Total	\$474,505.32
OVEN ELECTRIC SUPPLY, INC.	\$228.09
WALSH UNITED HEALTHCARE	\$192.59

ROCKMANS HARDWARE		
MINISTAR FEDERAL INC.		\$3,338.90
SPORT FORD		\$3,338.90
WILLIAMS JONES		\$1,800.00
KENTUCKY STATE TREASURER		\$1,000.00
RONRAD HARDWARE AND FURNITURE		\$184.83
GARSON AUTO & TRACTOR SUPPLY, INC.		\$1,172.14
MOXTEL COMMUNICATIONS		\$33.77
NORTHERN KY AREA PLANNING COMMISSION		\$639.48
NORTHERN KENTUCKY REGIONAL HAZMAT/WMD RE		\$10,000.00
NORTHERN PENDLETON AMBULANCE		\$1,461.10
OFFICE DEPOT		\$10,000.00
OVEN ELECTRIC COOPERATIVE INC.		\$366.11
PENDLETON COUNTY PAYROLL FUND		\$8,444.73
PENDLETON CO. EMERGENCY MANAGEMENT		\$763.78
PENDLETON COUNTY WATER DISTRICT		\$500.00
PEOPLES TROPHIES & AWARDS		\$241.32
RAL ELECTRONICS		\$200.00
COMMUNITY RECREATION COMMISSION		\$284.81
RICK'S HEATING AND AIR		\$28,634.67
RIDGEC OF KENTUCKY INC.		\$310.00
PENDLETON COUNTY SEARCH & RESCUE INC.		\$298.22
KENTUCKY STATE TREASURER		\$3,338.90
TRIMVIX PROCESSING CENTER		\$3,000.00
LELANDINGHAM & SONS INC.		\$232.80
FIFTH THIRD BANK		\$2,986.00
WILLYNS SUPPLY COMPANY		\$151,365.52
L.G.E.A. Fund Total		\$485.00
Ambulance Fund		\$474,505.32
OVEN ELECTRIC SUPPLY, INC.		
WALSH UNITED HEALTHCARE		\$228.09
		\$192.59

2006-2007 SUPERVALU		5440.13
Ambulance Fund Total		\$367,257.77
911 Fund		
911 PAYROLL		
ANTHEM BOBS KY GROUP		\$1,327,728.44
ARNO INTERNATIONAL		\$22,057.03
BRADWING COMMUNICATIONS INC.		\$88.00
CHESA PEOPLES / BUNNIES "N" SUCH		\$572.43
CRISTA MAINES		\$284.00
CHINNATI BELL TELEPHONE		\$74.00
CONRAD HARDWARE AND FURNITURE		\$6,473.78
FAMILY DOLLAR STORES		\$90.02
HENRY BERTRAM		\$29.53
INTERACT SYSTEMS		\$234.88
GARY HARDY / JAL TIRE SERVICE		\$12,475.00
TOMMY R. JUSTICE		\$252.00
KY ASSOCIATION OF COUNTIES WORKER COMP.		\$84.32
KACO UNEMPLOYMENT INSURANCE FUND		\$877.43
KENDRA JONES		\$895.86
KENTUCKY EMERGENCY SERVICES CONF.		\$28.00
KENTUCKY STATE TREASURER		\$120.00
MATTHEW SORRELL		\$181.00
MODILCOMM INC.		\$200.00
MODERN OFFICE METHODS INC.		\$1,153.20
NATI. EMERGENCY NUMBER ASSOC.		\$1,172.70
OFFICE DEPOT		\$120.00
PENDLETON COUNTY PAYROLL FUND		\$2,688.28
U.S. POST OFFICE		\$32,802.48
POWERPHONE INC.		\$161.52
AMERICAN RED CROSS		\$268.90
MILDRED SPAULDING		\$129.00
JACKIE STEPHENS		\$100.00
TERESA RICK		\$1,160.58
RICHARD TATE		\$31.80
TINA SCHWING		\$100.00
VICKY JUSTICE		\$31.00
911 Fund Fund Total		\$42.58
Microenterprise Fund		\$267,908.07
COMMUNITY VENTURES CORPORATION		
		\$4,465.00
Micro Fund Total		\$4,465.00
Mental Health/Mental Retardation Fund		
LICKING VALLEY COUNSELING CENTER		\$25,933.37
NORTH KEY COMMUNITY CARE		\$108,549.00
MH/MR Fund Fund Total		\$134,482.37
Grand Total All Funds		\$4,760,641.63
Published by the Pendleton County Fiscal Court this the 30 day of June, 2007		

PENDLETON COUNTY FISCAL COURT  
2006-2007 BANK & BOOK TOTALS AS OF JUNE 30, 2007

BANK	BANK BALANCE	LESS O.S. CHECKS	BOOK BALANCE
UKB	\$1,699,823.44	\$117,088.10	\$1,576,386.39
FIFTH THIRD BANK	\$ 514,824.30	\$ 9,034.43	\$ 505,790.50
FIFTH THIRD PAYROLL ACCT.	\$ 28,204.13	\$ 7,141.39	\$ 21,177.46
TOTALS	\$2,242,851.87	\$ 133,263.92	\$2,103,354.35

PENDLETON COUNTY FISCAL COURT  
2006-2007 INVESTMENT ACCOUNTS AS OF JUNE 30, 2007

BANK	BANK BALANCE	LESS O.S. CHECKS	BOOK BALANCE
UKB	\$728,893.31	\$0.00	\$728,893.31
TOTALS	\$728,893.31	\$0.00	\$728,893.31

PENDLETON COUNTY FISCAL COURT  
PALMOUTH, KENTUCKY

FIFTH THIRD BANK  
CERTIFICATION OF BANK ACCOUNTS  
CLOSE OF BUSINESS JUNE 30, 2007

DESCRIPTION	ACCOUNT NO.	BANK BALANCE	LESS O.S. CHECKS	DEPOSIT IN TRANSIT	BOOK BALANCE
EGEA FUND	7480178057	\$ 474,400.14	\$ 8,207.84	\$ .63	
AMBULANCE FUND	7480178040	\$ 40,424.16	\$ 826.59	\$ 0.00	\$ 466,192.93
					\$ 39,597.57
June 30, 2006 Balance		\$ 514,824.30	\$ 9,034.43	\$ .63	\$ 505,790.50

I hereby certify that the above bank balances were correct on June 30, 2007.

Judy Spencer  
Fifth Third Bank Representative

Signed this 12 day of July, 2007

PENDLETON COUNTY FISCAL COURT  
PALMOUTH, KENTUCKY

FIFTH THIRD BANK  
CERTIFICATION OF BANK ACCOUNT  
CLOSE OF BUSINESS JUNE 30, 2007

DESCRIPTION	ACCOUNT NO.	BANK BALANCE	LESS O.S. CHECKS	DEPOSIT IN TRANSIT	BOOK BALANCE
Payroll Account	0074267947	\$ 28,204.13	\$ 7,141.39	\$ 114.72	\$ 21,177.46
June 30, 2007 Balance		\$ 28,204.13	\$ 7,141.39	\$ 114.72	\$ 21,177.46

I hereby certify that the above bank balance was correct on June 30, 2007.

Judy Spencer  
Fifth Third Bank Representative

Signed this 12 day of July 2007.

PENDLETON COUNTY FISCAL COURT  
PALMOUTH, KENTUCKY

UNITED KENTUCKY BANK OF PENDLETON COUNTY  
CERTIFICATION OF CERTIFICATES OF DEPOSIT  
CLOSE OF BUSINESS JUNE 30, 2007

DESCRIPTION	ACCOUNT NO.	BANK BALANCE	BOOK BALANCE
C.D., 6 MONTHS	1577	\$397,713.96	\$397,713.96
C.D., 6 MONTHS	1579	\$331,179.35	\$331,179.35
June 30, 2006 Balance		\$728,893.31	\$728,893.31

I hereby certify that the above balances were correct on June 30, 2007.

Donald Morrison  
United Kentucky Bank of Pendleton Count, Representative

Signed this 12 day of July, 2007.

PENDLETON COUNTY FISCAL COURT  
PALMOUTH, KENTUCKY

UNITED KENTUCKY BANK OF PENDLETON COUNTY  
CERTIFICATION OF BANK ACCOUNTS  
CLOSE OF BUSINESS JUNE 30, 2007

DESCRIPTION	ACCOUNT NO.	BANK BALANCE	LESS O.S. CHECKS	BOOK BALANCE
General Fund	8010803	\$ 865,459.08	\$ 54,790.61	\$ 810,668.47
Road Fund	8010781	\$ 683,139.37	\$ 54,719.50	\$ 628,419.87
Jail Fund	8010773	\$ 45,779.72	\$ 3,000.98	\$ 42,778.74
911 Fund	8027102	\$ 48,356.86	\$ 2,410.34	\$ 45,946.52
Micro enterprise Fund	8033455	\$ 0.00	\$ 0.00	\$ 0.00
Mental Health Fund	8010765	\$ 57,088.41	\$ 2,166.67	\$ 54,921.74
JUNE 30, 2007 BALANCE		\$1,699,823.44	\$117,088.10	\$1,582,735.34

I hereby certify that the above balances were correct on June 30, 2007.

*Sharon Morrison*  
United Kentucky Bank of Pendleton County, Representative

Signed this 12 day of July 2007.

In Re: Public Hearing to Set County Tax Rate for 2007-2008 Fiscal Year.

Judge Bertram requested a Public Hearing to Set County Tax Rates for the fiscal year 2007-2008. Squire Whaley made a motion to enter a Public Hearing at 7:05 o'clock PM, seconded by Squire Veirs, motion carried.

Judge Bertram stated the Fiscal Court has entered a Public Hearing to discuss the setting of the County Tax Rate for 2007-2008. He asks for public comment, none made. He asks the second time for public comment, no comment made. He asks the third time for public comment with no comment made.

Judge Bertram asks the Fiscal Court to return to regular session.

Squire Veirs stated with no public comment, he moved to return to regular session, seconded by Squire Whaley, motion carried.

Squire Hart stated taking into consideration no public comment made he moved to take the compensating rate and set the County Tax Rate from 14.5 cents per one hundred dollar value to 15 cents per one hundred dollar value, seconded by Squire Whaley, motion carried.

Squire Hart made a motion to accept the Motor Vehicle/Water Craft rate 15.6 cents per one hundred dollar value, seconded by Squire Veirs, motion carried.

Squire Wells made a motion to accept the Mental Health/Mental Retardation rate at .021 cents per one hundred dollar value, seconded by Squire Whaley, motion carried.

Information recorded as follows;

World War II Histories

Head Start accenting applications

Form with fields for name, address, phone, and other personal information. Includes a section for "Comments" and a "Signature" line.

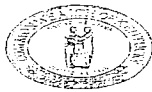
DAY 33

NOTICE OF HEARING  
PENDLETON COUNTY BOARD OF EDUCATION

Notice of Hearing regarding the proposed budget for the fiscal year 2007-2008. The hearing will be held on July 12, 2007, at 7:05 PM in the Pendleton County Fiscal Court.

Form with handwritten notes and signatures. Includes a section for "Comments" and a "Signature" line. The notes mention "Mental Health" and "Motor Vehicle/Water Craft" rates.





OFFICE OF THE GOVERNOR  
GOVERNOR'S OFFICE FOR LOCAL DEVELOPMENT

Ernie Fletcher  
Governor

1024 Capital Center Drive, Suite 340  
Frankfort, Kentucky 40601  
Phone (502) 573-2382  
Fax (502) 573-2936  
Toll Free (800) 346-5606  
www.gold.ky.gov

Steve Robertson  
Commissioner

TO: The Honorable Henry W. Bertram  
Pendleton County Judge/Executive

FROM: Daniel L. Waits  
State Local Finance Officer

DATE: July 11, 2007

SUBJECT: 2007 Assessment Information

The certification of ad valorem tax rates and revenue in accordance with KRS 68.245 through 68.249 for your county is attached.

The assessments to be used for advertising purposes are as follows:

Real Estate	
Tangible Personal Property	504,177,928
Public Service Companies (Real Estate)	36,659,718
Public Service Companies (Personal)	21,046,398
Distilled Spirits	48,451,887
Insurance Shares	0
Motor Vehicles	0
Watercraft (See KRS 132.488)	86,192,372
Tobacco in Storage	2,162,157
Other Agricultural Products	0
Aircraft (Recreational & Non-Commercial)	0
Watercraft (Non-Commercial)	493,920
Inventory in Transit* (See KRS 132.099)	0
	0

\*Inventory in Transit is exempted from local tax and is not included in Tangible Personal Property. Unless action is taken by a special taxing district to exempt, Inventory in Transit is taxed.

\*Tangible items not included in Tangible Personal Property. May be taxed or exempted at local option.

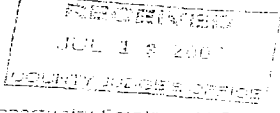
If you have not sent a copy of your adopted budget to this office previously, after adoption of tax rates and adoption of the budget, please send a copy to this office.

cc: County Clerk

http://gold.ky.gov



An Equal Opportunity Employer M/F/D/V



Rate Calculation Worksheet

Applicable to Counties, Special Taxing Districts and Cities

Pendleton

Fiscal Court

Information Needed:

1. 2006 Actual Tax Rate (per \$100) Real Property	14.50
2. 2006 Actual Tax Rate (per \$100) Personal Property	15.60
3. 2006 Total Property Subject to Rate	599,747,432
4. 2006 Real Property Subject to Rate	506,388,186
5. 2007 Total Property Subject to Rate	610,338,931
6. 2007 Real Property Subject to Rate	525,224,326
7. 2007 New Property (KRS 132.010)	4,152,068
8. 2007 Increase in HEX, 2007 over 2006	2,969,100
9. 2006 Personal Property Subject to Rate	93,359,246
10. 2007 Personal Property Subject to Rate	85,114,605
11. 2006 Motor Vehicle Assessment	87,950,271
12. 2007 Motor Vehicle Assessment	86,192,372
13. 2006 Watercraft Assessment	1,981,730
14. 2007 Watercraft Assessment	2,162,157

I. Compensating Rate for 2007 (KRS 132.010(6)):

506,388,186 div by 100	multiplied by	14.50	=	734,263
Item 4		Item 1		**A**
734,263	divided by	521,072,258	multiplied by 100 =	14.10
**A**		Item 6 minus Item 7		Rate I (Round up)
				14.0914

Check for minimum revenue limit on compensating rate for 2007 (KRS 132.010(6)):

610,338,931	divided by 100 multiplied by	14.10	=	860,578
Item 5		Rate I		Total 2007 Revenue
506,388,186	divided by 100 multiplied by	14.50	=	734,263
Item 4		Item 1		2006 Revenue (RE)
93,359,246	divided by 100 multiplied by	15.60	=	145,640
Item 9		Item 2		2006 Revenue (PP)

Grand Total 2006 Revenue 879,903

879,903	divided by	610,338,931	multiplied by 100 =	14.5
Total 2006 Revenue		Item 5		Substitute for Rate I (Round up)
				14.417

II. Rate Allowing 4% Increase in Revenue from Real Property (KRS 68.245(6)):

521,072,258	divided by 100 multiplied by	14.50	=	755,555
Item 6 minus Item 7		Rate I		**B**
755,555	multiplied by 1.04 divided by	521,072,258	=	15.00
**B**		Item 5 minus Item 7		Rate II (Round Down)
				15.0800

County Pendleton  
Local Court

COMMONWEALTH OF KENTUCKY  
Department of Local Government  
Division of Financial Services

Permissible Ad Valorem Tax Revenue 2007-08

2006 ASSESSED VALUE OF PROPERTY SUBJECT TO FULL LOCAL RATES

Line 1. Real Estate	485,241,147
Line 2. Tangible (Personalty)	43,859,193
Line 3. P.S. Corporation - Real Estate	21,147,039
Line 4. P.S. Corporation - Tangible (Personalty)	49,499,751
Line 5. Distilled Spirits (Personalty)	0
Line 6. Net Change in Homestead Exemptions	
2007	36,339,750
- 2006	33,370,630
Line 7. Total (Line 1 through Line 6)	2,969,100
	596,778,332

2007 NET ASSESSMENT GROWTH

Line 8. Real Estate	17,653,173
Line 9. New Property PVA	4,252,709
PSC	-100,641
Line 10. Tangible (Personalty)	4,152,068
Line 11. P.S. Corporation - Real Estate	-7,199,777
Line 12. P.S. Corporation - Tangible (Personalty)	0
Line 13. Distilled Spirits (Personalty)	-1,041,864
Line 14. Total Growth (Line 8 through Line 13)	0
Line 15. Total Assessed Value Subject to Full Local Rates (Line 7 plus Line 14)	13,560,599
	610,338,931

REAL PROPERTY

Compensating Rate*	14.5
Revenue	761,575
1% Increase**	15.0
Revenue	787,836

I hereby certify the above local ad valorem tax rates and revenue for real property to Pendleton County in accordance with KRS 68.245 this the 12<sup>th</sup> day of July, 2007.

State Local Finance Officer

WATER MOTOR  
CRAFT VEHICLES

Informational			
Only	15.60	15.60	
Revenue	3,373	134,460	

\* No hearing required - no recall  
\*\* Hearing required - no recall

COUNTY: Pendleton

DISTRICT: Fiscal Court

Personal Property Tax Rate Calculation Worksheet

Pursuant to KRS 68.248, KRS 132.024, KRS 132.025  
Applicable to Counties, Special Taxing Districts and Cities

Information Needed:

- 2006 Actual Tax Rate (per \$100) Real Property
- 2006 Actual Tax Rate (per \$100) Personal Property
- 2007 ACTUAL TAX RATE (per \$100) Real Property
- 2006 Real Property Subject to Rate
- 2007 Real Property Subject to Rate
- 2006 Personal Property Subject to Rate
- 2007 Personal Property Subject to Rate

1450
1360
506,388,186
525,224,326
93,359,246
85,114,605

STAGE ONE:

525,224,326	Divided by 100 x	3	=
506,388,186	Divided by 100 x	145	=
A	minus	734,263	=
C	divided by	734,263	=

A (2006 Revenue ( RE ))  
B (2005 Revenue ( RE ))  
C (Revenue \$ Increase over Prior Year ( RE ))  
D (Revenue % Increase over Prior Year ( RE ))

STAGE TWO:

85,114,605	Divided by 100 x	3	=
93,359,246	Divided by 100 x	1960	=
E	minus	145,640	=
G	divided by	145,640	=

E (2006 Revenue ( PP ))  
F (2005 Revenue ( PP ))  
G (Revenue \$ Increase over Prior Year ( PP ))  
H (Revenue % Increase over Prior Year ( PP ))

STAGE THREE:

Option One:

If  $\frac{H}{G}$  is greater than or equal to  $\frac{D}{C}$  the maximum personal tax rate for 2006 is  $\frac{H}{G}$

Option Two:

If  $\frac{H}{G}$  is less than  $\frac{D}{C}$  Option Two may be utilized

$$\frac{H}{G} \times \frac{C}{D} = \frac{J}{K} \text{ divided by } \frac{85,114,605}{7} \times 100 = \text{Maximum 2006 tax rate ( PP )}$$

Option Three:

The local agency always has the option of setting a personal property tax rate less than the tax rate for real property.



OFFICE OF THE GOVERNOR  
GOVERNOR'S OFFICE FOR LOCAL DEVELOPMENT

Ernie Fletcher  
Governor

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Toll Free (800) 346-5606  
www.gold.ky.gov

Steve Robertson  
Commissioner

TO: The Honorable Henry W. Bertram  
Pendleton County Judge/Executive

FROM: Daniel L. Waits  
State Local Finance Officer

DATE: July 11, 2007

SUBJECT: 2007 Assessment Information

The certification of ad valorem tax rates and revenue in accordance with KRS 68.245 through 68.249 for your county is attached.

The assessments to be used for advertising purposes are as follows:

Real Estate	504,177,938
Tangible Personal Property	36,659,718
Public Service Companies (Real Estate)	21,046,308
Public Service Companies (Personal)	48,454,887
Distilled Spirits	0
Insurance Shares	0
Motor Vehicles	86,192,372
Watercraft (See KRS 132.488)	2,162,157
Tobacco in Storage	0
Other Agricultural Products	0
Aircraft (Recreational & Non-Commercial)	393,920
Watercraft (Non-Commercial)	0
Inventory in Transit* (See KRS 132.099)	0

\*Inventory in Transit is exempted from local tax and is not included in Tangible Personal Property. Unless action is taken by a special taxing district to exempt, Inventory in Transit is taxed.  
\*\*Tangible items not included in Tangible Personal Property. May be taxed or exempted at local option.

If you have not sent a copy of your adopted budget to this office previously, after adoption of tax rates and adoption of the budget, please send a copy to this office.

cc: County Clerk

Ernie Fletcher  
Governor



An Equal Opportunity Employer M/F/H/V



OFFICE OF THE GOVERNOR  
GOVERNOR'S OFFICE FOR LOCAL DEVELOPMENT

Ernie Fletcher  
Governor

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Steve Robertson  
Commissioner

July 11, 2007

The Honorable Henry W. Bertram  
Pendleton County Judge/Executive  
233 Main Street  
Palmouth, Kentucky 41040

Dear Judge Bertram:

Listed below, please find the 2007 tax rates and tax revenue computations for the Mental Health District. These calculations have been made using assessment information furnished by the Kentucky Revenue Cabinet.

Real Property	Compensating tax rate (1)	4% increase (2)
Rate:	0.021	0.021
Revenue:	\$110,297	\$110,297
(1) No hearing required; no recall option.		
(2) Hearing required; no recall option. Higher rate is subject to recall.		

For informational purposes only, listed below is an estimate of revenue which would be generated by applying the 2007 motor vehicles and watercraft tax rates to the 2008 assessments for motor vehicles and watercraft.

	Motor Vehicles	Watercraft
Rate:	.020	.020
Revenue:	\$17,238	\$432

Sincerely,  
  
Daniel L. Waits  
State Local Finance Officer

cc: Pendleton County Clerk

Ernie Fletcher  
Governor



An Equal Opportunity Employer M/F/H/V

Rate Calculation Worksheet

Pendleton

Applicable to Counties, Special Taxing Districts and Cities

Mental Health District

Information Needed:

1) 2006 Actual Tax Rate (per \$100) Real Property

2) 2006 Actual Tax Rate (per \$100) Personal Property

3) 2006 Total Property Subject to Rate

4) 2006 Real Property Subject to Rate

5) 2007 Total Property Subject to Rate

6) 2007 Real Property Subject to Rate

7) 2007 New Property (KRS 132.010)

8) 2007 Increase in HEX, 2007 over 2006

9) 2006 Personal Property Subject to Rate

10) 2007 Personal Property Subject to Rate

11) 2006 Motor Vehicle Assessment

12) 2007 Motor Vehicle Assessment

13) 2006 Watercraft Assessment

14) 2007 Watercraft Assessment

2.00

2.50

599,747,432

506,388,186

610,338,931

525,224,126

4,132,068

2,969,100

93,359,246

87,114,605

87,950,271

86,192,372

1,981,730

2,162,157

I. Compensating Rate for 2007 (KRS 132.010(6)):

506,388,186 div by 100 multiplied by 2.00 = 101,278

Item 4 Item 1 \*\*A\*\*

101,278 divided by 521,072,258 multiplied by 100 = 2.00

\*\*A\*\* Item 6 minus Item 7 Rate I(Round up) 1.9436

Check for minimum revenue limit on compensating rate for 2007 (KRS 132.010(6)):

610,338,931 divided by 100 multiplied by 2.00 = 122,068

Item 5 Rate I Total 2007 Revenue

506,388,186 divided by 100 multiplied by 2.00 = 101,278

Item 4 Item 1 2006 Revenue (RIE)

93,359,246 divided by 100 multiplied by 2.50 = 23,340

Item 9 Item 2 2006 Revenue (PP)

124,617 Grand Total 2006 Revenue

124,617 divided by 610,338,931 multiplied by 100 = 2.1

2006 Revenue Item 5 Substitute for Rate I (Round up) 2.042

II. Rate Allowing 4% Increase in Revenue from Real Property (KRS 68.245(6)):

521,072,258 divided by 100 multiplied by 2.10 = 109,425

Item 6 minus Item 7 Rate I \*\*B\*\*

109,425 multiplied by 1.04 divided by 521,072,258 = 2.10

\*\*B\*\* Item 6 minus Item 7 Rate II (Round Down) 2.1840

County Pendleton  
Mental Health District

COMMONWEALTH OF KENTUCKY  
Department of Local Government  
Division of Financial Services

Permissible Ad Valorem Tax Revenue 2007-08

2006 ASSESSED VALUE OF PROPERTY SUBJECT TO FULL LOCAL RATES

Line 1. Real Estate

Line 2. Tangible (Personalty)

Line 3. P.S. Corporation - Real Estate

Line 4. P.S. Corporation - Tangible (Personalty)

Line 5. Distilled Spirits (Personalty)

Line 6. Net Change in Homestead Exemptions

2007 36,339,750

- 2006 33,370,630

Line 7. Total (Line 1 through Line 6)

485,241,547

43,858,235

21,147,039

49,499,751

0

2,969,100

596,778,332

2007 NET ASSESSMENT GROWTH

Line 8. Real Estate

Line 9. New Property PVA

PSC

Line 10. Tangible (Personalty)

Line 11. P.S. Corporation - Real Estate

Line 12. P.S. Corporation - Tangible (Personalty)

Line 13. Distilled Spirits (Personalty)

Line 14. Total Growth (Line 8 through Line 13)

Line 15. Total Assessed Value Subject to Full Local Rates (Line 7 plus Line 14)

4,252,709

-100,641

4,132,068

-7,199,777

0

-1,044,864

0

13,560,599

610,338,931

REAL PROPERTY

Compensating Rate*	2.1
Revenue	110,297
1% Increase**	2.1
Revenue	110,297

I hereby certify the above local ad valorem tax rates and revenue for real property to Pendleton County in accordance with KRS 68.245 this the 12th day of July, 2007.

State Local Finance Officer

Informational				
Only	2.00	2.00		
Revenue	432	17,238		

\* No hearing required - no recall  
\*\* Hearing required - no recall

COUNTY: Pendleton  
DISTRICT: Mental Health District  
Personal Property Tax Rate Calculation Worksheet  
Pursuant to KRS 68.248, KRS 132.024, KRS 132.029  
Applicable to Counties, Special Taxing Districts and Cities

Information Needed:

- 1) 2006 Actual Tax Rate (per \$100) Real Property
- 2) 2006 Actual Tax Rate (per \$100) Personal Property
- 3) 2007 ACTUAL TAX RATE (per \$100) Real Property
- 4) 2006 Real Property Subject to Rate
- 5) 2007 Real Property Subject to Rate
- 6) 2006 Personal Property Subject to Rate
- 7) 2007 Personal Property Subject to Rate

	.0200
	.0250
	506,388,186
	525,224,326
	93,359,246
	85,114,605

STAGE ONE:

$$\frac{525,224,326}{3} \text{ Divided by } 100 \times \frac{3}{1} =$$
$$\frac{506,388,186}{4} \text{ Divided by } 100 \times \frac{.020}{1} =$$
$$A \text{ minus } \frac{5101,278}{B} =$$
$$\frac{C}{D} \text{ divided by } \frac{5101,278}{B} =$$

A (2006 Revenue ( RE ))

B (2005 Revenue ( RE ))

C (Revenue \$ Increase over Prior Year ( RE ))

D (Revenue % Increase over Prior Year ( RE ))

STAGE TWO:

$$\frac{85,114,605}{7} \text{ Divided by } 100 \times \frac{3}{1} =$$
$$\frac{93,359,246}{5} \text{ Divided by } 100 \times \frac{.0250}{2} =$$
$$E \text{ minus } \frac{523,340}{F} =$$
$$\frac{G}{H} \text{ divided by } \frac{523,340}{F} =$$

E (2006 Revenue ( PP ))

F (2005 Revenue ( PP ))

G (Revenue \$ Increase over Prior Year ( PP ))

H (Revenue % Increase over Prior Year ( PP ))

STAGE THREE:

Option One:

If  $\frac{H}{I}$  is greater than or equal to the maximum personal tax rate for 2006 is  $\frac{J}{K}$

Option Two:

If  $\frac{H}{I}$  is less than  $\frac{J}{K}$  Option Two may be utilized.

$$\frac{J}{K} \times \frac{D+1.0}{7} =$$
$$\frac{J}{K} \text{ divided by } \frac{85,114,605}{7} \times 100 =$$
$$\text{Maximum 2006 tax rate ( "AP" )}$$

Option Three:

The local agency always has the option of setting a personal property tax rate less than the tax rate for real property.



OFFICE OF THE GOVERNOR  
GOVERNOR'S OFFICE FOR LOCAL DEVELOPMENT

Mike Fletcher  
Governor

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Steve Robertson  
Commissioner

TO: The Honorable Henry W. Bertram  
Pendleton County Judge/Executive

FROM: Daniel L. Waits  
State Local Finance Officer

DATE: July 11, 2007

SUBJECT: 2007 Assessment Information

The certification of ad valorem tax rates and revenue in accordance with KRS 68.245 through 68.249 for your county is attached.

The assessments to be used for advertising purposes are as follows:

Real Estate	504,177,928
Tangible Personal Property	36,652,713
Public Service Companies (Real Estate)	21,046,398
Public Service Companies (Personal)	48,454,387
Distilled Spirits	0
Insurance Shares	0
Motor Vehicles	0
Watercraft (See KRS 132.488)	86,192,372
Tobacco in Storage	2,162,157
Other Agricultural Products	0
Aircraft (Recreational & Non-Commercial)	0
Watercraft (Non-Commercial)	493,920
Inventory in Transit* (See KRS 132.009)	0

\*Inventory in Transit is exempted from local tax and is not included in Tangible Personal Property.  
Unless action is taken by a special taxing district to exempt. Inventory in Transit is taxed.  
Tangible items not included in Tangible Personal Property. May be taxed or exempted at local option.

If you have not sent a copy of your adopted budget to this office previously, after adoption of tax rates and adoption of the budget, please send a copy to this office.

County Clerk



OFFICE OF THE GOVERNOR  
GOVERNOR'S OFFICE FOR LOCAL DEVELOPMENT

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Steve Robertson  
Commissioner

July 11, 2007

The Honorable Henry W. Bertram  
Pendleton County Judge/Executive  
233 Main Street  
Palmouth, Kentucky 41040

Dear Judge Bertram:

Listed below, please find the 2007 tax rates and tax revenue computations for the Soil Conservation District. These calculations have been made using assessment information furnished by the Kentucky Revenue Cabinet.

Real Property	Compensating tax rate <sup>(1)</sup>	4% increase <sup>(2)</sup>
Rate:	0.012	0.012
Revenue:	\$63,027	\$63,027

- <sup>(1)</sup> No hearing required; no recall option.  
<sup>(2)</sup> Hearing required; no recall option. Higher rate is subject to recall.

Sincerely,

*Daniel L. Waits*  
Daniel L. Waits  
State Local Finance Officer

cc: Pendleton County Clerk

Source: KentuckyRevenue.com



An Equal Opportunity Employer M/F/D

Rate Calculation Worksheet

Pendleton

Applicable to Counties, Special Taxing Districts and Cities

Soil Conservation District

Information Needed:

1) 2006 Actual Tax Rate (per \$100) Real Property

2) 2006 Actual Tax Rate (per \$100) Personal Property

3) 2006 Total Property Subject to Rate

4) 2006 Real Property Subject to Rate

5) 2007 Total Property Subject to Rate

6) 2007 Real Property Subject to Rate

7) 2007 New Property (KRS 132.010)

8) 2007 Increase in HEEX, 2007 over 2006

9) 2006 Personal Property Subject to Rate

10) 2007 Personal Property Subject to Rate

11) 2006 Motor Vehicle Assessment

12) 2007 Motor Vehicle Assessment

13) 2006 Watercraft Assessment

14) 2007 Watercraft Assessment

1.20

0.00

599,747,432

506,388,186

523,224,326

523,224,326

4,152,068

2,969,100

93,359,246

85,114,602

87,950,27

86,192,372

1,981,730

2,162,137

I. Compensating Rate for 2007 (KRS 132.010(6)):

506,388,186 div by 100 multiplied by 1.20 = 60,767

Item 4 Item 1 \*\*\*

60,767 divided by 521,072,258 multiplied by 100 = 1.20

\*\*\* Item 6 minus Item 7 Rate I (Round up)

1.1662

Check for minimum revenue limit on compensating rate for 2007 (KRS 132.010(6)):

523,224,326 divided by 100 multiplied by 1.20 = 63,027

Item 5 Rate I Total 2007 Revenue

506,388,186 divided by 100 multiplied by 1.20 = 60,767

Item 4 Item 1 2006 Revenue (RE)

93,359,246 divided by 100 multiplied by 0.00 = 0

Item 9 Item 2 2006 Revenue (PP)

60,767

Grand Total 2006 Revenue

60,767 divided by 523,224,326 multiplied by 100 = 1.157

Item 4 Item 5 Substituted for Rate I (Round up)

II. Rate Allowing 4% Increase in Revenue from Real Property (KRS 68.245(6)):

521,072,258 divided by 100 multiplied by 1.20 = 62,529

Item 6 minus Item 7 Rate I \*\*\*

62,529 multiplied by 1.04 divided by 521,072,258 = 1.20

\*\*\* Item 6 minus Item 7 Rate II (Round Down)

1.2480

County: Pendleton  
Soil Conservation District:

COMMONWEALTH OF KENTUCKY  
Department of Local Government  
Division of Financial Services

Permissible Ad Valorem Tax Revenue 2007-08

2006 ASSESSED VALUE OF PROPERTY SUBJECT TO FULL LOCAL RATES		
Line 1. Real Estate		485,241,147
Line 2. Tangible (Personalty)		43,859,495
Line 3. P.S. Corporation - Real Estate		21,147,039
Line 4. P.S. Corporation - Tangible (Personalty)		49,499,751
Line 5. Distilled Spirits (Personalty)		0
Line 6. Net Change in Homestead Exemptions		
2007	36,339,750	
- 2006	33,370,650	
Line 7. Total (Line 1 through Line 6)		2,969,100
		596,778,332

2007 NET ASSESSMENT GROWTH		
Line 8. Real Estate		17,653,172
Line 9. New Property PVA	4,252,709	
PSC	-100,641	
Line 10. Tangible (Personalty)		4,132,068
Line 11. P.S. Corporation - Real Estate		-7,199,777
Line 12. P.S. Corporation - Tangible (Personalty)		0
Line 13. Distilled Spirits (Personalty)		-1,044,864
Line 14. Total Growth (Line 8 through Line 13)		0
Line 15. Total Assessed Value Subject to Full Local Rates (Line 7 plus Line 14)		13,560,599
		610,338,931

REAL PROPERTY

Compensating Rate*	1.2
Revenue	63,027
10% Increase**	1.2
Revenue	63,027

I hereby certify the above local ad valorem tax rates and revenue for real property to Pendleton County in accordance with KRS 68.245 this the 10<sup>th</sup> day of July, 2007.

State Local Finance Officer

WATER CRAFT		MOTOR VEHICLES	
Informational Only	0.00	0.00	
Revenue	0	0	

\* No hearing required - no recall  
\*\* Hearing required - no recall

WORKSHEET FOR CERTIFICATION ON ASSESSMENT FOR LOCAL GOVERNMENT

CLASS OF PROPERTY			
REAL ESTATE, TANGIBLE PERSONALTY, PUBLIC SERVICE AND DISTILLED SPIRITS			
2006 Assessment of Adjusted Property At Full Rates			
Net Change in			
2007 Homestead Exemptions	2007	36,339,750	399,749,182
2008 Adjusted Tax Base	2008	33,370,650	2,969,100
2007 Net Assessment Growth			596,778,332
2007 Total Valuation of Adjusted Property at Full Rates			13,560,599
2007 Net Assessment Growth			
			610,338,931
	Property Subject to Taxation 2006	Net Assessment Growth	Property Subject to Taxation 2007
I Real Estate	\$485,241,147	21,905,864	\$507,147,011
II Tangible Personalty	43,859,495	(7,199,777)	36,659,718
III P.S. Co-Real Estate-Effective	21,147,039	(100,641)	21,046,398
IV P.S. Co-Real Estate-100%	21,147,039	(100,641)	21,046,398
V P.S. Co-Tang.-Effective	49,499,751	(1,044,864)	48,454,887
VI P.S. Co-Tang.-100%	49,499,751	(1,044,864)	48,454,887
VII Distilled Spirits	52,371,306		52,371,306
VIII Electric Plant Board			
IX Insurance Shares			
X Motor Vehicles - Includes Public Service Motor Vehicles	82,950,271		82,950,271
XI Watercraft			
Net New Property: PVA Real Estate	1,981,730		2,162,157
P. S. Co. Real Estate-Effective			4,252,709
			(100,641)
Unmined Coal			
Timbers in Storage			
Other Agricultural Products			
The following tangible items are not included in line G. Aircraft and watercraft assessment may be taxed or exempted at your option. Inventory in transit may be taxed only by special districts.			
Aircraft (Recreational & Non-Commercial)			493,620
Watercraft (Non-Commercial)			
Inventory in transit			
2006 R. E. Exonerations & Refunds			
2006 Tangible Exonerations & Refunds			746,850
2006 Limited Assessment			750,022
2006 Exonerations			

Philip D. Yancey, Director, Office of Property Valuation, certify that the above total is the equalized assessment of the different classes of property and the total assessment of PENDLETON County as made by the Office of Property Valuation and subject to any increases or decreases that may hereafter be made as a result of the appeals to the Kentucky Board of Tax Appeals.

With my hand this

July 10, 2007

Philip D. Yancey

Philip D. Yancey, Director  
Office of Property Valuation  
Finance and Administration Cabinet

Pendleton County Fiscal Court

Appropriation Ledger

Detail Style As Of: 09/14/2007

Account No: 01-9400-202-		Fiscal Year 2007-2008							
Name: RETIREMENT, CO. MATCH		Budget Amount: \$165,000.00							
Date	Vendor	Description	Check	Amendments	Transfers to	Total Available	Claims Amount	Ascending Bal.	Free Balance
07/02/07	RETIREMENT	RETIREMENT MATCH CO. CLERK & SHERIFF	000135			165,000.00	2,973.78	2,973.78	162,026.30
07/02/07	RETIREMENT	RETIREMENT MATCH SHERIFF'S HAZARDOUS	000136			162,026.30	6,190.68	9,084.78	155,918.22
07/06/07	PAYROLL	PAYROLL MATCH - RETIRE (-)	000156			155,918.22	2,001.55	11,083.33	153,916.67
07/20/07	PAYROLL	PAYROLL MATCH - RETIRE (-)	000224			153,916.67	1,873.71	12,957.04	152,042.96
08/01/07	RETIREMENT	JULY RETIREMENT MATCH SHERIFF'S HAZ	000266			152,042.96	7,687.81	20,644.85	144,355.95
08/01/07	RETIREMENT	JULY RETIREMENT MATCH CO. CLERK & S	000267			144,355.95	3,174.78	23,218.83	141,201.17
08/01/07	RETIREMENT	CERS EXPENSE ALLOWANCE QUARTER E	000274			141,201.17	491.31	23,710.14	141,209.86
08/03/07	PAYROLL	PAYROLL MATCH - RETIRE (-)	000275			141,209.86	2,609.12	25,719.26	139,280.74

Pendleton County Fiscal Court

Appropriation Ledger

Detail Style As Of: 08/14/2007

Account No: 01-9400-202-		Fiscal Year 2006-2007							
Name: RETIREMENT, CO. MATCH		Budget Amount: \$141,000.00							
Date	Vendor	Description	Check	Amendments	Transfers to	Total Available	Claims Amount	Ascending Bal.	Free Balance
01/05/07	PAYROLL	PAYROLL MATCH - RETIRE (-)	000562			67,193.82	1,185.56	74,991.68	66,908.32
01/19/07	PAYROLL	PAYROLL MATCH - RETIRE (-)	000604			66,908.32	1,193.77	76,185.45	64,654.55
02/01/07	RETIREMENT	JANUARY MATCH SHERIFF'S HAZARDOUS	000627			64,654.55	4,907.50	81,176.95	59,823.05
02/01/07	RETIREMENT	JANUARY MATCH CO. CLERK AND SHERIFF	000628			59,823.05	2,589.74	83,766.69	57,233.31
02/01/07	RETIREMENT	CERS EXPENSE ALLOWANCES QTR END	000629			57,233.31	491.31	84,258.00	56,712.00
02/02/07	PAYROLL	PAYROLL MATCH - RETIRE (-)	000630			56,712.00	1,195.50	85,443.50	55,556.50
02/16/07	PAYROLL	PAYROLL MATCH - RETIRE (-)	000684			55,556.50	1,225.50	86,669.00	54,331.00
03/01/07	RETIREMENT	FEBRUARY RETIREMENT MATCH SHERIFF	000709			54,331.00	5,295.16	91,964.16	49,065.84
03/01/07	RETIREMENT	FEBRUARY RETIREMENT MATCH SHERIFF & C.C.	000710			49,065.84	3,036.42	94,940.58	46,029.42



**In Re: Approve Contract with JMC Engineers to Design, Acquire DOW Permit, Bid and Monitor Construction of Blanket Creek Bridge on Wagoners Ferry Road.**

Judge Bertram presented the contract with JMC Engineers to design, acquire DOW permits, bid and monitor construction of the Blanket Creek Bridge on Wagoners Ferry Road. He stated this had been discussed in the caucus meeting. Judge Bertram stated s had been reviewed by Tom Shoemaker and he had no problems with this.

Squire Wells made a motion to approve the contract as presented, seconded by Squire Hart, motion carried.  
Information recorded as follows:

**J.M. Crawford & Associates**  
**Consulting Engineers**

July 31, 2007

The Honorable Henry W. Bertram  
Pendleton County Judge/Executive  
Courthouse Square  
Palmouth, KY 41040

Re: Pendleton County  
Bishop Ridge Road (CR 1130)  
Bridge over Blanket Creek (C 26)

Dear Judge Bertram:

Thank you for requesting J.M. Crawford & Associates to prepare a proposal for providing engineering services for this project. The purpose of this proposal is to define a scope of services to be provided, the associated fee for those services, and to note some of the services specifically not included. In our discussions you have indicated that you intend for us to procure required permits, prepare construction plans and specifications, evaluate bid documents, and observe construction at three points. You have provided us with documents related to a previous situation survey of the project and other documents related to the permits for the construction.

We propose the following items establish the scope of services for this project:

- 1) Conduct field surveying to supplement the previous survey. This additional surveying will establish actual elevations instead of the existing survey's assumed elevations, provide a stream profile, and extend cross sections from the original survey to highwater elevations.
- 2) Prepare hydraulic analyses of the natural channel and the channel with the existing and proposed bridges superimposed. A level II hydraulic analysis is required by the KTC for bridges of this size.
- 3) Prepare and submit stream construction permit applications to the US Army Corps of Engineers and the Kentucky Division of Water.
- 4) Arrange and coordinate a subsurface investigation and engineering analysis from a geotechnical engineer. We propose that H. C. Nutting, Inc. perform this work as our subconsultant.
- 5) Prepare construction plans for a structure utilizing Kentucky Transportation Cabinet (KTC) standard side-by-side prestressed concrete box beams and the KTC's drawings for standard abutments and piers. Structural design of the bridge will be in accordance with AASHTO's "Standard Specifications for Highway Bridges," the KTC's "Standard Specifications for Road and Bridge Construction," and the KTC's "Division of Bridge Design Guidance Manual." No agency review/comment is anticipated which would require plan revisions for approval.
- 6) Prepare bid documents including specifications. Attend any pre-bid meetings and evaluate bids if requested.
- 7) Observe construction at the following times: placement of footing concrete, placement of remaining substructure concrete, and the placement of beams. Should additional site visits be required they will be performed at an additional cost based on an hourly rate of \$100/hour.

21 Prosperous Place  
Townhouse 18A  
Lexington, KY 40509  
(859) 263-4399

RECEIVED  
AUG 1 2007

Henry W. Bertram  
July 31, 2007  
Page 2

We propose the following items not be included in the scope of services for this project:

- 1) Design of the roadway approaches to the bridge. The construction plans will be for the construction of the bridge only.
- 2) Design of any on site-diversion or off-site detour. The road will be closed during construction. The construction plans will not include any items related to the maintenance of traffic.
- 3) Construction supervision. No materials testing will be included as part of the construction observation.
- 4) Preparation of any right-of-way documentation. No property or deed research will be undertaken.
- 5) Utilities relocation plans and/or documents.

We propose to have completed plans prepared within thirty days of notification that the required permits have been issued. Our fee for these services is \$25,000 lump sum. Please review this letter and let me know if you need any clarification.

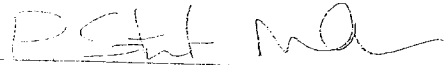
Sincerely,



Stuart McIntosh, PE

Your signature indicates acknowledgement and acceptance of the scope of work as detailed in this letter. Please sign and return a signed copy to me.

Henry W. Bertram  
Pendleton County Judge Executive



Stuart McIntosh  
J. M. Crawford & Associates, Inc.

Date

7/31/07  
Date

**In Re: Report on Amount of County Cleanup, cost of Cleanup and Lien on Property  
On Menzie Bottom Road Carried Out Under County Nuisance Ordinance #1010.0.**

Judge Bertram requested that the Pendleton County Solid Waste Coordinator, Fred Edwards, report on the Menzie Bottom road cleanup.

Mr. Edwards presented photographs of before, during and after the cleanup process. He reported the cost was thirteen thousand two hundred eight dollars and eighteen cents (\$13,208.18). He reported an article will be published in the newspaper. He reported on the cleanup process.

Judge Bertram stated Pendleton County will seek a lien against the property to compensate for the cost of the cleanup. He asks the Pendleton County Attorney, Jeff Dean to start the process to recuperate the cost of this cleanup.

Information recorded as follows:

PENDLETON COUNTY  
SOLID WASTE MANAGEMENT

August 2, 2007

FROM: SOLID WASTE COORDINATOR

TO: COUNTY JUDGE EXECUTIVE

RE: MENZIE BOTTOMS CLEANUP

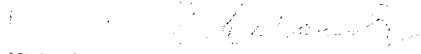
JUDGE BERTRAM:

THE LIST BELOW IS A ITEMIZED STATEMENT OF ALL  
EXPENDITURES ASSOCIATED WITH MENZIE BOTTOMS CLEANUP:

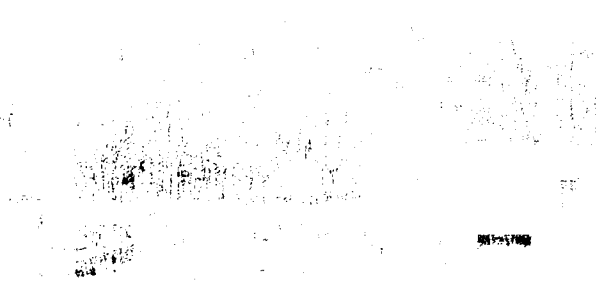
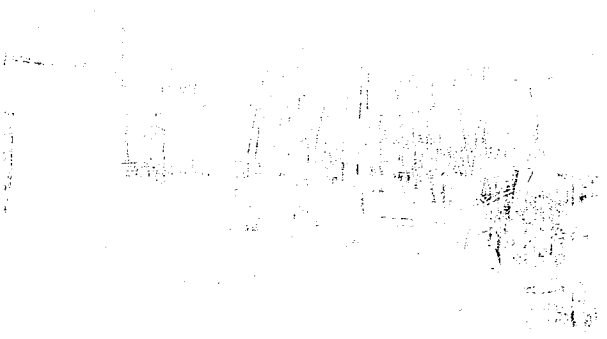
CAT 943 LOADER - 28 HOURS X \$65 =	\$1820.00
DELIVERY CHARGE	\$ 100.00
FUEL 100 GAL @ \$2.24	\$ 224.00
ONE GALLON OIL	\$ 7.00
P/U TRUCKS - 2 X 28 HOURS @ \$15	\$ 840.00
LABOR FOR 3 MEN	
28 HOURS @ \$17.00	\$ 476.00
28 HOURS @ \$16.00	\$ 448.00
28 HOURS @ \$12.00	\$ 336.00
EMERGE CHARGE	\$875.18
DIG TO CUT TRAILER FRAME	\$ 200.00
TOTAL	\$13208.18

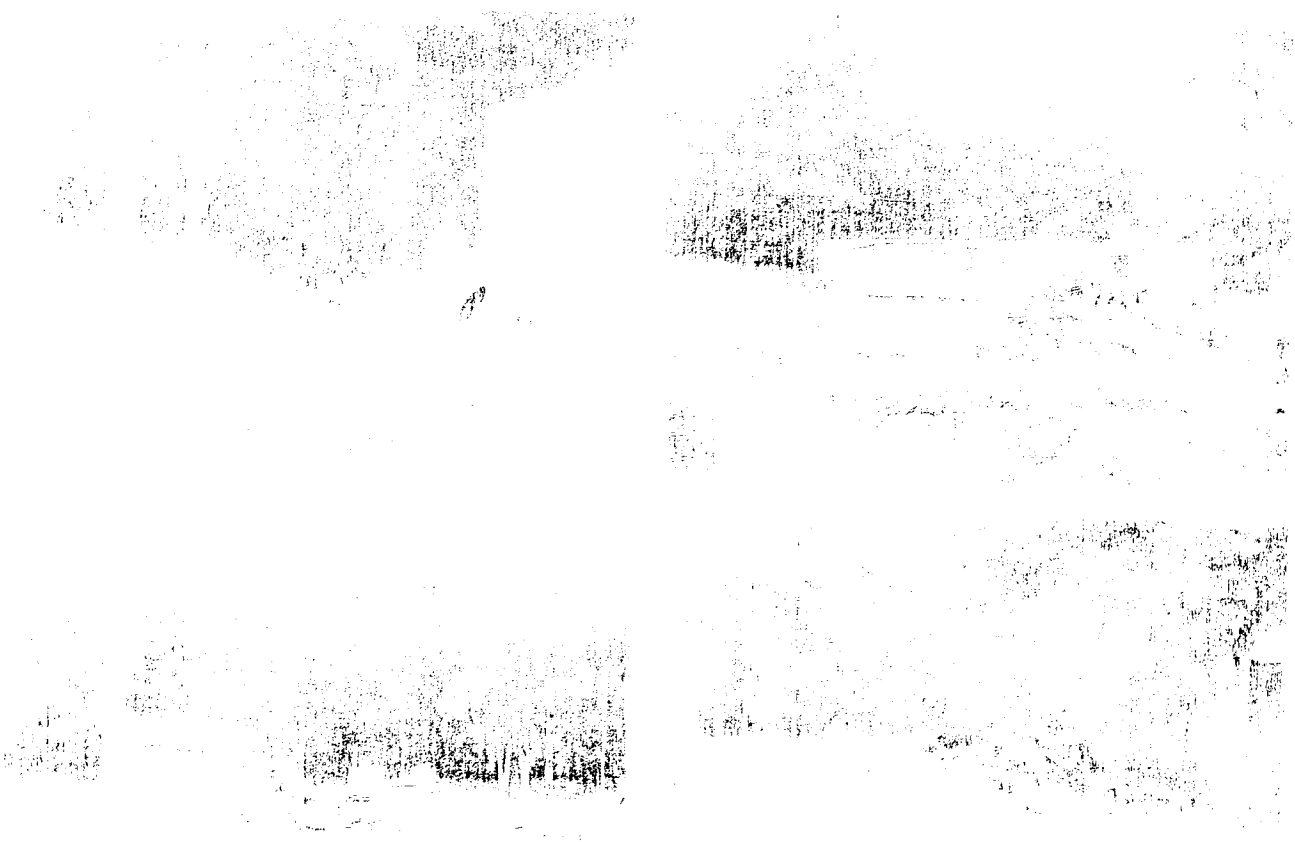
INVOICES WILL BE FORTHCOMING FROM RUMPKEL RENTAL CO.  
LOADER AND PERSONS WHO CUT UP TRAILER FRAME.

TRUSTFULLY SUBMITTED,



FRED EDWARDS  
SOLID WASTE COORDINATOR





**In Re: Resolution Updating Constables Blue Light and Siren Guidelines.**

Judge Bertram presented a resolution updating the use of blue lights and sirens by Pendleton County constables. He presented a Court Order from 1994 that was used to govern the constables at that time. He read the resolution.

Squire Veirs made a motion to accept the resolution as presented and read, seconded by Squire Whaley, motion carried.

Resolution and information recorded as follows:

RESOLUTION NO. \_\_\_\_\_

COUNTY OF PENDLETON KENTUCKY

A RESOLUTION UPDATING AND AMENDING THE REQUIREMENTS FOR A CONSTABLE TO EQUIP HIS VEHICLE WITH BLUE LIGHTS AND SIRENS AS SPELLED OUT IN KRS 189.950 SECTION (5) AND ESTABLISHED BY THE FISCAL COURT ON JANUARY 13, 1994.

WHEREAS, KRS 189.950 (Section 5) authorizes the Fiscal Court to establish guidelines for a constable to equip his or her vehicle with blue lights and sirens; and

WHEREAS, The Pendleton County Fiscal Court did establish such guidelines during a regularly scheduled meeting on January 13, 1994; and

WHEREAS, such above mentioned guidelines have become out dated due to changes in training requirements established by the Department of Criminal Justice Training; and

WHEREAS, the Fiscal Court of Pendleton County wishes to update any and all such guidelines in order to equal those established by the Department of Criminal Justice Training.

NOW, THEREFORE, BE IT RESOLVED that the Pendleton County Fiscal Court establishes guidelines for the use of blue lights and sirens by a constable as follows using pre-established guidelines and the Department of Criminal Justice's newly updated changes:

- (1) That a \$50,000.00 performance bond be purchased and recorded in the office of the Pendleton County Clerk to be paid annually by the elected constable of any district.
- (2) That any and all constables must attend the established training as required by the Department of Criminal Justice Training which qualifies them to be a certified police officer.
- (3) That the constables receive proper Department of Criminal Justice training and knowledge in the carrying and use of fire-arms.

This adoption shall take place on August 14, 2007.

Done during a regular scheduled fiscal court meeting at Falmouth, Kentucky on August 14, 2007.

\_\_\_\_\_  
Henry W. Bertram  
County Judge/Executive  
Pendleton County

ATTEST:  
  
\_\_\_\_\_  
Darlene Smeal  
Fiscal Court Clerk

## ORDERS

PENDLETON COUNTY FISCAL

COURT

JANUARY Term, 13th. Day, 13th. Day of JANUARY 1961.

In Re: Amendment of County Judge/Executive's  
Secretary salary.

At the request of County Judge/Executive Donald R. Mays, a motion was made by Jack Sumpter, seconded by James Roseberry, Sr., carried, that the Secretary's salary be increased to \$7,000.00 and that Kandy Browning now work  $3\frac{1}{2}$  days instead of 2 days per week.

In Re: Pendleton County Public Properties  
Corp. - Officers Appointed.

A motion was made by Frank Jones, seconded by Lee Roy Faulkner, carried, that County Judge/Executive Donald R. Mays be appointed President of the Pendleton County Public Properties Corporation and that James W. Fossett be appointed Secretary-Treasurer.

In Re: Pendleton County Constables.

A discussion was held concerning the following items pertaining to Pendleton County Constables: 1. Performance Bond

2. Blue Lights and Radios

3. Carrying guns.

Comments and remarks were received from the Magistrates as well as Constable Peter O. Samples, Larry Thompson and Henry Reece. After discussion, a motion was made by Frank Jones, seconded by James Roseberry, Sr., unanimously carried, as follows:

1. That a \$50,000.00 Performance Bond be purchased and recorded in the Pendleton County Clerk's office to be paid annually by the Constable.

A motion was made by Frank Jones, seconded by James Roseberry, Sr., unanimously carried as follows:

2. That the Constable must attend a 10 week training session either in Frankfort or Northern Kentucky University before the Court would grant them permission to use a blue light on their vehicles.

County Judge/Executive Donald R. Mays stated that the Pendleton County Sheriff owns the radio frequency and is the only one approved by law to grant use of same, therefore, the use of a radio by the Constable is between the Sheriff and Constable.

A motion was made by Frank Jones, seconded by Jack Sumpter, unanimously carried, as follows:

1. That the Constable receive proper training and knowledge in the carrying and use of fire-arms.





# 189.950 Prohibitions -- Exceptions.

- (1) No motor vehicle, except those designated under KRS 189.910 to 189.950 as emergency vehicles, shall be equipped with, nor shall any person use upon a vehicle, any siren, whistle, or bell. Any vehicle may be equipped with a theft alarm signal device which shall be so arranged that it cannot be used as an ordinary warning signal.
- (2) No motor vehicle, except those designated under KRS 189.910 to 189.950 as emergency vehicles, shall be equipped with, nor shall any person use upon a vehicle any red or blue flashing, revolving, or oscillating light or place a red light on the front thereof. This subsection shall not apply to the use of red flashing lights on school buses or to stop lights or turn signals at the rear of any motor vehicle.
- (3) No motor vehicle, except those designated under KRS 189.910 to 189.950 as public safety vehicles, shall be equipped with, nor shall any person use upon any vehicle any yellow flashing, revolving, or oscillating light. This subsection shall not apply to the use of yellow lights for turn signals; or to emergency flasher lights for use when warning the operators of other vehicles of the presence of a vehicular traffic requiring the exercise of unusual care in approaching, overtaking, or passing; or to vehicles operated by mail carriers while on duty; funeral escort vehicles and church buses.
- (4) Any person who is a regular or voluntary member of any fire department furnishing fire protection for a political subdivision of the state or any person who is a regular or voluntary member of a rescue squad may equip his vehicle with red flashing, rotating, or oscillating lights and a siren, bell, or exhaust whistle if he has first been given permission, in writing, to do so by the chief of the fire department or rescue squad. He may use such lights and equipment only while proceeding to the scene of a fire or other emergency or to a location where another emergency vehicle is on emergency call in the performance of his official duties as a member of a fire department or rescue squad.
- (5) Any constable may, upon approval of the fiscal court in the county of jurisdiction, equip vehicles used by said officer as emergency vehicles with one (1) or more flashing, rotating or oscillating blue lights, visible under normal atmospheric condition from a distance of five hundred (500) feet to the front of such vehicle, and a siren, whistle or bell, capable of emitting a sound audible under normal conditions from a distance of not less than five hundred (500) feet. This equipment shall be in addition to any other equipment required by the motor vehicle laws. Any constable authorized by the fiscal court to utilize blue lights and a siren pursuant to this section shall maintain at least the insurance described by KRS 304.39-110.
- (6) Any person who is a paid or voluntary member of any ambulance service furnishing emergency medical services for a political subdivision of the state may equip his vehicle with red flashing, rotating, or oscillating lights and a siren, bell, or exhaust whistle if he has first been given permission, in writing, to do so by the chief or director of the ambulance service. He may use such lights and equipment only while proceeding to the scene of an emergency, a medical facility, or to a location where

another emergency vehicle is on emergency call in the performance of his official duties as a member of the ambulance service.

Effective: July 15, 1986

History: Amended 1986 Ky. Acts ch. 220, sec. 2, effective July 15, 1986; and ch. 437, sec. 2, effective July 15, 1986. -- Amended 1984 Ky. Acts ch. 19, sec. 1, effective July 13, 1984. -- Created 1970 Ky. Acts ch. 93, sec. 5.

Legislative Research Commission Note. This section was amended by two 1986 Acts which do not appear to be in conflict and have been compiled together.

In Re: Approval of New Ambulance Loan Document with KACO.

Judge Bertram reported the ambulance should be in at the end of the month. He also reported the first payment will be due of seventy five thousand dollars (\$75,000.00). He presented the agreement with KACO for the payment on the ambulance. Squire Hart made a motion to approve the agreement as presented, seconded by Squire Wells, motion carried.  
Information recorded as follows:



PECK SHAFFER

PECK, SHAFFER & WILLIAMS LLP  
ATTORNEYS AT LAW  
112 WEST FIFTH STREET  
SUITE A  
COVINGTON, KENTUCKY 40011

TEL 859 431 7000  
886 431 7111  
FAX 859 431 0879  
WWW.PECKSHAFFER.COM

July 30, 2007

Honorable Henry W. Bertram  
County Judge/Executive  
233 Main Street  
Courthouse Room 4  
Falmouth, KY 41040

Re: Lease Agreements between Kentucky Association of Counties Leasing Trust ("CoLT")  
and the County of Pendleton, Kentucky #3 ("Lessee")

Dear Judge Bertram:

Enclosed are the following documents in connection with the referenced Lease Agreements the proceeds of which will be used purchase the Project as further described in the Lease to be used by the County.

- 1. Lease Agreements including Exhibits A-H;
- 2. IRS Form 8038-GC

Please have the resolution attached as Exhibit C adopted by the Fiscal Court and all documents executed by the appropriate officials. When all documents have been executed please forward them to Mr. Grant Satterly at KACO Leasing Trust (380 King's Daughters Drive, Frankfort, Kentucky 40601) as soon as possible. Please note that Exhibit D must be put on letterhead of and executed by the County Attorney. As soon as KACO has received the executed documents we will arrange for a closing.

If you have any questions with respect to the enclosed documents, do not hesitate to call.

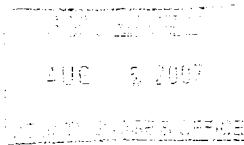
Very truly yours,

PECK, SHAFFER & WILLIAMS LLP

Per

Ian F. Koffler

IFK/maw  
Encls.



REVENUE LEASE

LEASE AGREEMENT

KENTUCKY ASSOCIATION OF COUNTIES LEASING TRUST

LESSEE: County of Pendleton, Kentucky  
LESSEE'S ADDRESS: Pendleton County Fiscal Court  
233 Main Street  
Courthouse Room 4  
Falmouth, KY 41040

DATE OF LEASE: \_\_\_\_\_, 2007

TERMINATION DATE: \_\_\_\_\_, 2008

This Lease Agreement constitutes a Security Agreement and all right, title and interest of the Lessor herein has been assigned to U.S. Bank National Association, as trustee under a Trust Indenture dated as of April 1, 2007 between it, the Issuer, as defined in the Trust Indenture and

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This Table of Contents is not a part of the Lease Agreement and is for convenience only. The captions herein are of no legal effect and do not carry the meaning or legal effect of any part of the Lease Agreement.

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## LEASE AGREEMENT

THIS LEASE AGREEMENT, dated the date shown on the cover page hereof (together with any amendments hereto made in accordance herewith, this "Lease"), is entered into by and between the Kentucky Association of Counties Leasing Trust (the "Lessor"), as the lessor hereunder, a trust duly created and existing under the laws of the Commonwealth of Kentucky (the "State"), and the Lessee shown on the cover page hereof (the "Lessee"), as lessee hereunder, a body politic and corporate validly existing under the constitution, statutes and laws of the State.

## WITNESSETH:

WHEREAS, the governing body of the Lessee (the "Governing Body") has the power, pursuant to Section 61.940 et seq. of the Kentucky Revised Statutes to enter into lease agreements with or without the option to purchase in order to provide for the use of property for public purposes;

WHEREAS, the Governing Body has previously determined, and hereby further determines, that the Lessee is in need of the Project, as defined herein;

WHEREAS, the Governing Body has determined and hereby determines that it is in the best interests of the Lessee that the Lessee and the Lessor enter into this Lease for the leasing by the Lessee from the Lessor of the Project and to become a Participant in the Program as defined in the Indenture;

WHEREAS, the execution, delivery and performance of this Lease, have been authorized, approved and directed by the Governing Body by an ordinance or resolution finally passed and adopted by the Governing Body; and

WHEREAS, the Lessor desires to lease the Project to the Lessee, and the Lessee desires to lease the Project from the Lessor, pursuant to the terms and conditions and for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereby agree as follows:

**Section 1. Definitions.** All words and phrases will have the meanings specified below unless the context clearly requires otherwise. Terms not defined herein will have the meanings assigned to them in the Indenture. References to Sections mean Sections of this Lease unless otherwise indicated.

"Act of Bankruptcy" means a filing of a petition of bankruptcy (or the other commencement of bankruptcy or other similar proceedings) by or against the Lessee under the applicable bankruptcy, insolvency, reorganization or other similar laws, as now or hereafter in effect.

"Additional Rentals" means the aggregate of (i) any expenses (including attorneys' fees and expenses) of the Lessor, the Trustee and/or the Credit Facility Provider in defending an action or proceeding in connection with this Lease and/or any Collateral Documents or Exchange Agreement relating to this Lease or in enforcing the provisions of this Lease and/or any Collateral Documents or Exchange Agreement relating to this Lease; (ii) any taxes or any other expenses, including, but not limited to, licenses, permits, state and local sales and use or ownership taxes or property taxes and recording fees and/or other fees which the Lessor is expressly required to pay as a result of or in connection with this Lease and/or any Collateral Documents or Exchange Agreement relating to this Lease; (iii) the Lessee's Proportionate Share of any Administrative Expenses and Fiduciary Fees to the extent the same are not included in and paid as Base Rentals; (iv) all Credit Fees; (v) interest payable to the Credit Facility Provider in excess of the interest component of Lease Rental Payments, as provided in the documents related to the Credit Facility or any Exchange Agreement; (vi) any payments associated with the early termination of an Exchange Agreement; and (vii) for periods during which the principal component of Base Rentals does not correspond to Fixed Rate Bonds or payments under an Exchange Agreement, the Lessor's Proportionate Share of interest on Variable Rate Bonds, as provided in Section 8 hereof.

"Administrative Expenses" means the fees and expenses of the Lessor in administering the Program.

"Available Monies" means (i) moneys drawn under the Credit Facility; (ii) moneys deposited with the Trustee which have been on deposit with the Trustee for at least 123 days during and prior to which no Act of Bankruptcy with respect to the Lessee has occurred and is continuing; (iii) the proceeds of the sale of refunding

3

debentures or any other moneys, if in the opinion of nationally recognized bankruptcy counsel the application of such moneys will not constitute a voidable preference in the event of the occurrence of an Act of Bankruptcy; and (iv) the proceeds from investment of moneys qualifying as Available Monies under (i), (ii) or (iii) above.

"Base Rentals" means the payments payable by the Lessee which constitute the principal component and interest component of Lease Rental Payments hereunder and other amounts set forth in Exhibit B.

"Bonds" means the County of Christian, Kentucky, Kentucky Association of Counties Leasing Trust Lease Program Revenue Bonds, 2007 Series A.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein will be deemed to include the United States Treasury Regulations proposed or in effect with respect thereto and applicable to the Bonds or the use of the proceeds thereof.

"Collateral Document" means any letter of credit, mortgage, escrow agreement, guaranty, security agreement, pledge agreement, title insurance policy or other document (other than this Lease) securing a Lease or granting a lien on or a security interest in a Project or executed in connection with this Lease.

"Costs" means, with respect to the Project, all or any part of the cost of construction, installation and acquisition of all land, buildings, structures, machinery and equipment, finance charges, extensions, enlargements, additions, replacements, renovations and improvements; engineering, financial and legal services; plans, specifications, studies, surveys, estimates of cost of revenue, administrative expenses, expenses necessary or incidental to determining the feasibility or practicability of constructing a Project, and such other expenses as the Lessor determines may be necessary or incidental to the construction, installation and acquisition of the Project, the financing of such construction, installation and acquisition, interest during construction, installation or acquisition and the placing of the Project in service.

"Credit Facility" means, initially, the irrevocable, direct pay letter of credit issued by the Credit Facility Provider securing the Variable Rate Bonds, and upon substitution of an Alternate Credit Facility, means such Alternate Credit Facility.

"Credit Facility Provider" means the Credit Facility Provider acting as such under the Indenture, initially, U.S. Bank National Association.

"Credit Fees" means all fees, expenses (including attorneys' fees and expenses) and other amounts which are payable to the Credit Facility Provider relating to the Credit Facility and, with respect to Variable Rate Leases, to the Remarketing Agent for the related Variable Rate Bonds.

"Event of Nonpayment" means an event described in Section 11.

"Exchange Agreement" means the interest rate exchange agreement between the Trustee and an Exchange Counterparty relating to this Lease.

"Exchange Counterparty" means any party with whom the Trustee shall, from time to time, enter into an Exchange Agreement.

"Exchange Payment" means a payment due from a Lessee to the Credit Facility Provider as reimbursement for a payment to an Exchange Counterparty pursuant to the applicable Exchange Agreement (including, but not limited to, payments in respect of any early termination date, as defined in the applicable Exchange Agreement).

"Fiduciary Fees" means the contractual fees and expenses (including reasonable attorneys' fees) of (i) the Trustee and the Paying Agent; (ii) the Registrar; (iii) the Remarketing Agent; (iv) the Program Administrator in connection with enforcing any Lease prior to its assignment to the Credit Facility Provider; and (v) any independent certified public accountants or independent financial consultants employed under the requirements of the Indenture.

"Indenture" means the Trust Indenture dated as of April 1, 2007 relating to the Bonds.

"Late Payment Rate" means the "Default Rate" as defined in the Credit Facility Agreement (which, with respect to the Initial Credit Facility, is the rate per annum equal to LIBOR plus 150 basis points).

"Lease" means this Lease Agreement and any amendments or supplements hereto entered into in accordance with the provisions hereof, including the Exhibits attached hereto.

"Lessee Acquisition Account" means the account by that name established for the Lessee by the Trustee under the Indenture.

"Lease Rental Payments" means Base Rentals and Additional Rentals, which constitute the payments payable by the Lessor for and in consideration of the right to use and the option to purchase the Project.

"Lease Term" means the term of this Lease as determined pursuant to Sections 5 and 6 hereof.

"Lessor" means the Lessor identified on the cover page hereto.

"Lessor" means Kentucky Association of Counties Leasing Trust, acting as lessor under this Lease, or any successor thereto acting as lessor under this Lease.

"Optional Prepayment Price" means the amount determined by the Lessor and provided to the Trustee, an Exchange Company, if applicable, and the Credit Facility Provider, which a Lessee may, in its discretion, pay under its Lease in order to prepay in full its Lease Rental Payments, which amount shall be equal to the unpaid principal component of Lease Rental Payments increased by the sum of (a) the amount of any due or past due Lease Rental Payments together with interest on such past due Lease Rental Payments to the date of such prepayment in full; (b) the unpaid accrued interest on the outstanding principal component of the Lease Rental Payments to the next date on which the related Bonds can be redeemed; (c) in the case of Fixed Rate Leases, an amount of cash or noncallable Government Obligations which, together with the interest income thereon (as certified by the Program Administrator, Bond Counsel or other entity satisfactory to the Trustee), will be sufficient to pay Lease Rental Payments, which would have been due on the Lease, if the Lease had not been prepaid, between the date of the prepayment and the date the prepayment will be used to redeem Bonds; (d) any additional Lease Rental Payments to the extent known or determinable at the time the prepayment is made through the date that the prepayment will be used to redeem Bonds; (e) an amount equal to the early termination fee, if any, under a related Exchange Agreement and (f) an amount equal to the premium, if any, payable on any Bonds to be redeemed on account of the payment of such Optional Prepayment Price (which amount must constitute Available Moneys on the date of redemption of said Bonds). The amount required to be paid pursuant to clause (f) above may be deposited with the Trustee prior to payment of other amounts constituting "Optional Prepayment Price." A Lessee may not be prepaid if for any reason the Optional Prepayment Price cannot be calculated.

"Program Administrator" means the Lessor or such other entity or unincorporated association as may be appointed in accordance with the Indenture to administer the Program and perform the duties and obligations of Program Administrator under the Indenture.

"Project" means property, the Costs of which are financed or refinanced, or the Costs of which are reimbursed hereunder, as more particularly described in Exhibit A hereto.

"Proportionate Share" means, as of a date of calculation, a fraction, the numerator of which is the unpaid principal components of Base Rentals hereunder, and the denominator of which is the sum of the unpaid principal components of Base Rentals under all Leases.

"State" means the Commonwealth of Kentucky.

"Trustee" means U.S. Bank National Association, a national banking association, as trustee under the Indenture, and any successor trustee at the time serving as such under the Indenture.

"Variable Lease" means a Lease with respect to which the interest component of Lease Rental Payments is computed as it relates to Variable Rate Bonds and there is no Exchange Agreement in force with respect thereto.

"Variable Rate Bonds" means Daily Rate Bonds, Weekly Rate Bonds or Adjustable Rate Bonds.

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Section 2. Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants that (a) it is a body politic and corporate of the State; (b) it has full power and authority to enter into and to perform its obligations under this Lease and all related documents; (c) it has duly authorized this Lease and all related documents; (d) this Lease and all related documents are valid, legal and binding obligations of the Lessee, enforceable against the Lessor in accordance with its terms; (e) the execution and delivery of this Lease and all related documents does not conflict with or result in a breach of the terms of any agreement or instrument by which the Lessee is bound, or conflicts with or results in a violation of any provision of law or regulation applicable to the Lessee; (f) there is no action suit, proceeding or investigation before or by any court or public body wherein an unfavorable decision would materially and adversely affect the transactions contemplated by this Lease; (g) it will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Lease Rental Payments; (h) the Project furthers the Lessee's governmental purposes, serves a public purpose and is in the best interests of the Lessee and at the time of execution and delivery of the Lease, the Lessee intends to annually appropriate the Lease Rental Payments due hereunder; and (i) during the Lease Term, the Project will at all times be used only for the purpose of performing one or more lawful governmental functions of the Lessee.

The Lessor acknowledges that this Lease is being funded with the proceeds of bonds, the interest on which is excludable from gross income under the Internal Revenue Code of 1986 as amended (the "Code"). The Lessee covenants and agrees that it will not take or omit to take any actions that would adversely affect the tax-exempt status of the Bonds.

Section 3. Representations, Covenants and Warranties of Lessor. The Lessor represents, covenants and warrants that (a) it is a trust duly created and validly existing under the laws of the State, has all necessary power and authority to perform its obligations under this Lease, and has duly authorized the execution and delivery of this Lease; (b) the execution and delivery of this Lease does not conflict with or result in a breach of the terms of any agreement or instrument by which the Lessor is bound, or conflicts with or results in a violation of any provision of law or regulation applicable to the Lessor; (c) there is no litigation or proceeding pending or threatened against the Lessor or any other person affecting the right of the Lessor to execute or deliver this Lease or to comply with its obligations under this Lease.

Section 4. Demise Clause (Title Security Interest). The Lessor leases the Project to the Lessee, and the Lessee leases the Project from the Lessor, in accordance with the provisions of this Lease, to have and to hold for the Lease Term. The Lessee will take possession of the Project upon delivery thereof.

Legal title to the Project and all fixtures, appurtenances and other permanent accessories thereto and all interests therein will be held by the Lessee, subject to Lessor's rights under this Lease. Lessor and Lessee agree that this Lease or any other appropriate documents may be filed or recorded to evidence the parties' respective interests in the Project and the "lease".

In order to secure all of its obligations hereunder, the Lessee hereby (i) grants to the Lessor a first and prior security interest in any and all right, title and interest of the Lessee in the portions of the Project that constitute personal property and in all additions, attachments, accretions, and substitutions thereto, and on any proceeds therefrom, (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest, and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

The Lessor's interest shall terminate upon (a) the Lessee's exercise of the purchase option granted in Section 6 hereof, or (b) the complete payment and performance by the Lessee of all of its obligations hereunder; provided, however, that title shall immediately and without any action by the Lessee vest in the Lessor and the Lessee shall immediately surrender possession of the Project to the Lessor upon (i) any termination of this Lease without the Lessee exercising its option to purchase pursuant to this Lease or (ii) the occurrence of an Event of Default. In any of such cases, the Lessee agrees to execute such instruments and do such things as the Lessor reasonably requests and as may be required by law in order to effectuate transfer of any and all of the Lessor's right, title and interest in the Project, as to the Lessor. It is hereby acknowledged by the Lessor and the Lessee that the Lessee intends to purchase the Project on the terms set forth in this Lease.

Section 5. Duration of Lease Term; Lessee's Annual Right to Terminate; Renewal of Bonds. The Lease Term will commence and terminate on the dates shown on the cover page hereof unless earlier terminated as provided

1. Section 5. If the Lessor determines, for any reason, to exercise its annual right to terminate this Lease, effective on any June 30, the Lessor must give written notice to such effect to the Lessor not later than the preceding May 31; provided that a failure to give such notice will not constitute an Event of Default nor prevent the Lessor from terminating this Lease, nor result in any liability on the part of the Lessee (except for the payment of all Lease Rental Payments accrued prior to the termination of this Lease). The exercise by the Lessee of its annual option to terminate this Lease will be conclusively determined by the occurrence of an Event of Nonappropriation as provided in Section 11. Lease and until terminated as provided in Section 6, the Lease Term will continue in effect from fiscal year to fiscal year. The Lessee's obligations under this Lease will be subject to the Lessee's annual right to terminate this Lease and will not constitute a mandatory charge or requirement in any future fiscal year. No provision of this Lease will be construed as creating a general obligation or other indebtedness of the Lessor within the meaning of any constitutional or statutory debt limitation. As further evidence of renewal, the Lessee shall file a copy of its annual budget with the Program Administrator upon adoption.

Section 6. Termination of Lease Term. The Lease Term will terminate upon the earliest of (a) the June 30 immediately succeeding an Event of Nonappropriation unless the Event of Nonappropriation is cured; (b) the conveyance of the Project to the Lessee pursuant to Section 25; or (c) an Event of Default and termination of this Lease as provided in Section 25.

Termination of the Lease Term will terminate all obligations of the Lessee to pay Lease Rental Payments, except the payment of all Lease Rental Payments accrued to the date of termination of this Lease, and will terminate the Lessee's rights to use, possess or occupy the Project (unless a conveyance of the Project to the Lessee has occurred).

Section 7. Enjoyment. The Lessor hereby covenants that the Lessee will during the Lease Term peacefully and lawfully have and hold and enjoy the Project without suit, trouble or hindrance from the Lessor, except as expressly required or permitted by this Lease. The Lessor will, at the request of the Lessee and at the cost of the Lessor, join and cooperate fully in any legal action regarding the Project and the Lessee may, at its own expense, join in any legal action affecting the Project.

Section 8. Lease Rental Payments. The Lessee shall pay Base Rentals in the amounts and at the times set forth in Exhibit B, as said Exhibit B is in effect on the first day of each fiscal year during the Lease Term. The Lessee agrees and acknowledges that Exhibit B may be amended at any time (i) to reflect an increase in Administrative Fees, Credit Fees or Fiduciary Fees; (ii) to reamortize the principal component of Base Rentals in the event moneys are transferred from the Lessee's Lessee Acquisition Account upon completion of the Project; (iii) to reflect a change in the interest and principal component of Base Rentals if the Lessee exercises its option to convert the interest rate on this Lease to a fixed rate or enters into an Exchange Agreement; (iv) to pay any fees associated with the early termination of an Exchange Agreement; and (v) to reflect a revised estimate of the rate used to compute the interest component of Base Rentals if this Lease is a Variable Lease.

If the Lessor or the Credit Facility Provider determines that an amendment to Exhibit B is appropriate, the Lessor will mail to the Lessee a revised Exhibit B (identified by date or other means), by first class mail, postage prepaid. Said amendment will become effective and will for all purposes become a part of this Lease and will reflect Base Rentals to be paid by the Lessee for subsequent periods (unless Exhibit B is further amended as provided in this Section) upon the earlier of the acknowledgment thereof by the Lessee or automatically on the next payment date set forth in the revised Exhibit B.

The Lessee will pay Additional Rentals within fifteen (15) days after a written request therefor is mailed to the Lessee by or on behalf of the Lessor.

Any Lease Rental Payment that is not paid within 10 days of the date due shall bear interest thereon at the Late Payment Rate. Amounts due pursuant to this paragraph will be deemed to be Additional Rentals due and payable when noticed and without further written demand therefor. Notwithstanding anything herein to the contrary, if this Lease and any Collateral Documents are assigned and become payable exclusively to the Credit Facility Provider, the interest component of Base Rentals will be changed automatically (without any necessity to amend Exhibit B) to be equal to the Late Payment Rate.

The Lessee acknowledges and agrees that if this Lease or any portion hereof constitutes a Variable Lease, (i) interest components of Base Rentals will be calculated at an assumed interest rate set forth on Exhibit B (or, if applicable, one or more amendments to Exhibit B); (ii) after notice from the Lessor, the Lessee will receive a credit

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against the Base Rental payable on September 20 of each Fiscal Year in an amount equal to the excess, if any, of the aggregate of the interest components of Base Rentals paid by the Lessee during the preceding Fiscal Year (a) such amount and interest over the Lessee's Proportionate Share of all interest paid on Variable Rate Bonds; and (b) other notice from the Lessor, the Lessee will immediately pay as Additional Rentals, an amount equal to the excess, if any, of the Lessee's Proportionate Share of all interest paid or to be paid on Variable Rate Bonds over the aggregate of the interest components of Base Rentals then required to be paid by the Lessee (at the then assumed interest rate).

Prior to May 1 of each fiscal year during the Lease Term, the Lessor will inform the Lessor of the amount of Additional Rentals that are estimated to be payable during the next ensuing fiscal year.

The Lessee agrees and acknowledges that (a) the Trustee is authorized under the Indenture to draw amounts from the Debt Service Reserve Fund, at the direction of the Credit Facility Provider, if the Lessee fails to make any part of a Lease Rental Payment when due and (b) Exhibit B will be deemed automatically amended if the Trustee draws on such account to cure deficiencies in the payment of Lease Rental Payments, to increase the principal component of Lease Rental Payments due on the next twelve payment dates by one-twelfth of the amount so drawn and to increase the interest component of Lease Rental Payments due on such dates on the unpaid amount so drawn at the rate per annum equal to the Late Payment Rate. Promptly following any such automatic amendment, the Lessor will mail to the Lessee a revised Exhibit B (identified by date or other means), by certified mail, postage prepaid; provided that any failure to mail such revised Exhibit B will not affect the obligation of the Lessee to make the revised Lease Rental Payments. Amounts drawn from the Debt Service Reserve Fund and applied to payment of all or any portion of Lease Rental Payments will satisfy such Lease Rental Payment to the extent so applied.

Each Lease Rental Payment will be applied first to the principal component of Base Rentals then due and payable, then as Additional Rentals then due and payable, then to the components of Base Rentals then due and payable other than the interest component and principal component, and finally to the interest component of Base Rentals then due and payable.

This Lease will be deemed and construed to be a "net lease," and the Lessee will pay absolutely net during the Lease Term, the Lease Rental Payments and all other payments required hereunder, free of any deductions, and without abatement, deduction or set-off (other than credits against Lease Rental Payments expressly provided for in this Lease). To the extent the Credit Facility Provider advances any funds for the payment of any amounts due hereunder or to cure any Event of Default hereunder, the Lessor shall immediately reimburse the Credit Facility Provider therefore with interest accrued on such amount at the Late Payment Rate.

Section 9. Manner of Payment. All Lease Rental Payments will be paid by check made payable and delivered to the Trustee. The obligation of the Lessee to pay the Lease Rental Payments and to perform and observe the covenants and conditions contained herein during the Lease Term will be absolute and unconditional except as otherwise expressly provided in this Lease, and payment of the Lease Rental Payments may not be abated through accident or unforeseen circumstances or payment of this Lease from the Debt Service Reserve Fund or damage to, destruction of, or failure to complete, the Project. Lessee will not assert any right of set-off or counterclaim against its obligation to make such payments required hereunder. No action or inaction on the part of the Lessor (or any of its assigns) will affect the Lessee's obligation to pay all Lease Rental Payment during the Lease Term.

Section 10. Expression of Lessee's Need for the Project Determination as to Useful Life. The Lessee hereby declares its current need for the Project and further determines and declares its expectations that the Project will (so long as it is subject to the terms hereof) adequately serve the needs for which it is being acquired throughout the Lease Term. The Lessee hereby determines and declares that, to the best of its knowledge, the period during which the Lessee has an option to purchase the Project (i.e. the maximum term of this Lease) does not exceed the useful life of the Project.

Section 11. Nonappropriation by the Lessee. If the Lessee fails, for any reason, to duly enact by June 30 of each fiscal year an appropriation ordinance for the ensuing fiscal year which includes amounts required to pay all Lease Rental Payments to become due during that fiscal year, or on any earlier date on which the Lessor receives notice from the Lessee that this Lease will be terminated, an Event of Nonappropriation will be deemed to have occurred.

When an Event of Nonappropriation occurs, the Lessee will not be obligated to make payment of the Lease Rental Payments or any other payments provided for herein beyond the amounts specifically appropriated by the Lessee for

the fiscal year during which such Event of Nonappropriation occurs, provided that the Lessee will continue to be held liable for Lease Rental Payments allocable to any period during which the Lessee continues to use, occupy or retain possession of the Project.

The Lessor will curate and/or surrender the Project to the Lessor by the July 1 following an Event of Nonappropriation. The surrender of any movable personal property comprising a portion of the Project will consist of delivering such property to the Lessor at a site within the jurisdiction of the Lessee selected by the Lessor.

Upon the occurrence of an Event of Nonappropriation, all amounts on deposit in the Lessee's Lessee Acquisition Account will be applied as provided in Section 13. After the expiration of the fiscal year during which an Event of Nonappropriation occurs, the Lessor may proceed to repossess and liquidate or release or otherwise dispose of the Project or any portion thereof and may take one or any combination of steps described in Section 26.

**Section 12. Agreement to Acquire, Construct and Install the Project and Lease to the Lessee.** The Lessee will provide for completion of the acquisition, construction, installation and equipping of the Project by the Lessee as the agent of the Lessor. The Lessee agrees that it will do all things which may be necessary or proper for the construction, acquisition, installation and equipping of the Project, on behalf of the Lessor. So long as this Lease is in full force and effect and no Event of Default or Event of Nonappropriation has occurred, the Lessee will have full power to carry out the acts and agreements provided in this Section, and such power is granted and conferred under this Lease to the Lessee, and is accepted by the Lessor, and will not be terminated or restricted by act of the Lessor or the Trustee, except as provided in this Section. All contracts relating to the Project are hereby assigned to the Lessor.

**Section 13. Disbursements from the Lessee's Lessee Acquisition Account.** As long as no Event of Nonappropriation or Event of Default has occurred, and the Lessee's right to control acquisition, construction, installation and equipping of the Project has not otherwise been terminated, disbursements from the Lessee's Lessee Acquisition Account may be made to pay or reimburse the Lessee for Costs of the Project. The Lessee must provide to the Lessor for approval, and thereafter to the Trustee, a request for disbursement substantially in the form set forth in Exhibit E hereto.

If an Event of Nonappropriation or an Event of Default occurs prior to the completion of the Project or if the right of the Lessee to control the acquisition, construction, installation and equipping of the Project has been otherwise terminated, amounts on deposit in the Lessee's Lessee Acquisition Account may be utilized by the Lessor to complete the Project.

**Section 14. Risk of Loss, Damage, Destruction.** Lessee assumes all risk of loss or damage to the Project from any cause whatsoever. No loss of or damage to, or appropriation by governmental authorities of, or defect in, or continuance or discontinuance of, the Project will relieve Lessee of the obligation under this Lease. Lessee will promptly repair or replace any portions of Project lost, destroyed, damaged or appropriated which are necessary to maintain the Project in sound operating condition so that at all times during the Lease Term the Project will be able to carry out its intended functions.

The net proceeds of any insurance policies, performance bonds, condemnation awards or net proceeds received as a consequence of default or breach of warranty under a construction contract or other contract relating to the Project will be deposited in the Lessor's Lessee Acquisition Account. If received before the completion of the Project, or, if received thereafter, to be deposited in a separate trust fund held by the Trustee and will be applied in the same manner described in Section 13. The balance remaining after repair, restoration, modification, improvement or replacement of the Project has been completed will be applied to satisfy payment of Lease Rental Payments.

**Section 15. Disclaimer of Warranties.** THE LESSOR, THE ISSUER, THE TRUSTEE, THE CREDIT FACILITY PROVIDER AND THE OWNERS OF THE BONDS MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT OR ANY PORTION THEREOF OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROJECT OR ANY PORTION THEREOF.

**Section 16. Audited Financial Report; Notice.** The Lessee will provide the Lessor with a copy of the Lessee's annual audited financial report within thirty (30) days of its receipt by the Lessee. The Lessee will immediately notify

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the Lessor, the Credit Facility Provider and the Trustee of any Event of Default or Event of Nonappropriation.

**Section 17. Inspection and Lessee Removals.** The Lessor, the Trustee, the Credit Facility Provider and their respective authorized representatives shall at any time during normal business hours have the right to enter the premises where the Project may be located for the purpose of inspecting and evaluating the Project and its condition, use, and operation and the books and records of the Lessee relating thereto.

**Section 18. Maintenance of the Project by the Lessee.** The Lessee agrees that at all times during the Lease Term the Lessee will maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair, working order and condition, ordinary wear and tear excepted, and that the Lessee will from time to time promptly make or cause to be made all necessary and proper repairs, except as otherwise provided in Section 14. The Lessor, the Issuer, the Trustee, the Credit Facility Provider and the owners of the Bonds will not have any responsibility in any of these matters or for the making of any additions, modifications, improvements or replacements to the Project.

**Section 19. Modification of the Project; Installation of Equipment and Machinery of the Lessee.** Following acquisition of the Project, Lessee will not make any alterations, additions, substitutions or replacements to the Project which would have an adverse effect on either the nature of the Project or the functionality or value of the Project, unless such alterations, additions, substitutions, replacements or improvements may be readily removed without damage to the Project. Any alterations, additions or improvements to the Project which may not be readily removed without damage to the Project, and any substitutions or replacements, shall be and be considered to constitute a part of the Project.

The Lessee may also install machinery, equipment and other tangible property in or on the Project, provided that such machinery, equipment and other tangible property which becomes permanently affixed to the Project will be subject to this Lease if the Lessor reasonably determines that the Project would be damaged or impaired by the removal of such machinery, equipment or other tangible property.

**Section 20. Provisions Regarding Casualty, Public Liability and Property Damage Insurance.** The Lessee, at its expense, will cause casualty and property damage insurance with a company or self-insurance fund acceptable to the Lessor to be carried and maintained with respect to the Project in an amount equal to the aggregate principal components of Lease Rental Payments payable during the maximum term of this Lease or the replacement cost (excluding foundations) of the Project, if less than such principal components. Any casualty and property damage insurance policy required by this Section will name the Lessor, the Credit Facility Provider and the Trustee as additional named insureds and will be so written or endorsed as to make losses, if any, payable to the Trustee (for application as provided in Section 14).

The Lessee will cause public liability insurance to be carried and maintained with a company or self insurance fund acceptable to the Lessor with respect to the Project in such amount as is approved by the Lessor. Any public liability insurance policy required by this Section will name the Lessor, the Credit Facility Provider and the Trustee as additional named insureds.

**Section 21. No Encumbrances, Mortgage or Pledge of Project.** The Lessee will not directly or indirectly lease, convey, assign or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Project, unless specifically consented to in writing by the Credit Facility Provider.

**Section 22. Letter of Credit.** If required by the Credit Facility Provider, the Lessee, prior to or simultaneously with the execution and delivery of this Lease, shall cause a letter of credit, satisfactory in form and substance to the Credit Facility Provider, to be issued by a bank satisfactory to the Credit Facility Provider (an "Approved Bank") in favor of the Trustee as security for the obligations of the Lessee under this Lease.

**Section 23. Assignment by Lessor.** As security for the payment and performance by the Issuer and the Lessor of all of their obligations under the Indenture and the Credit Facility Agreement, including particularly the payment of the principal of premium, if any, and interest on the Bonds and the payment of all amounts due or to become due under the Credit Facility Agreement, the Lessor has assigned to the Trustee, under and pursuant to the Indenture, all of the Lessor's right, title and interest in, to and under this Lease and any Collateral Documents, including but not limited to its right to receive the Lease Rental Payments and other amounts due hereunder. The Lessee acknowledges and agrees

that this assignment will enable the Trustee and the Credit Facility Provider to enforce any obligation of the Lessor hereunder and to exercise any remedy or right of the Lessor hereunder. The Lessee further acknowledges and agrees that, as provided in the Indenture, the function of the "Lessor" under this Lease may be performed by the Program Administrator (which may be a person or entity other than the Lessor) and its agents and representatives.

After the occurrence of an Event of Default or an Event of Nonappropriation (and the honoring by the Credit Facility Provider of a drawing under the Credit Facility relating thereto, as more fully described in the Indenture), this Lease will be assigned by the Lessor and the Trustee to the Credit Facility Provider. The Lessee acknowledges and consents to any such assignment, and the Lessee acknowledges and agrees that upon any such assignment, (a) the Credit Facility Provider will be the "Lessor" under this Lease for all purposes of this Lease, (b) all references in this Lease to the "Lessor" or the "Trustee" will be deemed to be references to the Credit Facility Provider, (c) all obligations of the Lessee under this Lease will be for the sole and exclusive benefit of the Credit Facility Provider and (d) all payments to be made by the Lessee under this Lease will be made to or upon the direction of the Credit Facility Provider.

**Section 24. Assignment and Subleasing by the Lessee.** This Lease may not be assigned by the Lessee for any reason. The Project may be subleased by the Lessee, as a whole or in part, but only with the prior written consent of the Lessor and the Credit Facility Provider.

**Section 25. Purchase Option.** The Lessee may, in its discretion, prepay in full its Lease Rental Payments under the Lease by paying to the Lessor the Optional Prepayment Price with respect to the Lease. The Optional Prepayment Price shall be used as provided in the Indenture. Upon payment of the Optional Prepayment Price, the Lessor will transfer and convey the Project to the Lessee pursuant to Section 4 hereof.

**Section 26. Release and Indemnification Covenants.** To the extent permitted by law, the Lessee will and hereby agrees to indemnify and save the Lessor, the Trustee and the Credit Facility Provider (each, an "Indemnitee") harmless against and from any or all claims, by or on behalf of any person, firm, corporation or other legal entity, and all liabilities, obligations, losses and damages whatsoever, regardless of the cause thereof and the expenses, penalties and fees in connection therewith (including counsel fees and expenses), arising from or as a result of the operation, ordering, ownership, acquisition, construction, use, condition, delivery, rejection, storage, return or nonreturn relating thereto (collectively, "Indemnified Claims"), including, but not limited to: (i) any condition of the Project; (ii) any act of negligence of the Lessor or of any of the agents, contractors or employees or any violation of law by the Lessee or breach of any covenant or warranty by the Lessee hereunder; (iii) any accident in connection herewith resulting in damage to property or injury or death to any person; and (iv) the incurring of any cost or expense in connection with the acquisition of the Project in excess of the moneys available therefor in the Lessee's Lessee Acquisition Account. To the extent permitted by law, the Lessee will indemnify and save each Indemnitee harmless from any such Indemnified Claims, or in connection with any action or proceeding brought thereon and, upon notice from such Indemnitee, will defend or pay the cost of defending such Indemnitee, in any such action or proceeding.

The indemnification arising under this Section will continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of this Lease for any reason.

**Section 27. Events of Default Defined.** The following will be "Events of Default" under this Lease and the term "Event of Default" or "Default" will mean, whenever it is used in this Lease, any one or more of the following events:

- (a) Failure by the Lessee to pay any Lease Rental Payments at the time specified herein;
- (b) failure by the Lessee to vacate or surrender the Project by the July 1 following an Event of Nonappropriation as provided in Section 11;
- (c) failure by the Lessee to observe or perform any covenant, condition or agreement on its part to be observed or performed, other than referred to in subsection (a) or (b) of this Section, for a period of 30 days after receipt notice specifying such failure and requesting that it be remedied will have been given to the Lessee by the Lessor unless the Lessor agrees in writing to an extension of such time prior to its expiration.

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**Section 28. Remedies on Default.** Whenever any Event of Default has occurred and is continuing, the Lessor may (or upon direction of the Credit Facility Provider shall) or the Credit Facility Provider may, without any further demand or notice, take one or any combination of the following remedial steps:

- (a) Terminate the Lease Term and give notice to the Lessee to vacate or surrender the Project within 60 days from the date of such notice;
- (b) sell or re-lease the Project or any portion thereof;
- (c) recover from the Lessee:
  - (i) the Lease Rental Payments which would otherwise have been payable hereunder during any period in which the Lessee continues to use, occupy or retain possession of the Project; and
  - (ii) Lease Rental Payments which would otherwise have been payable hereunder after the Lessee vacates or surrenders the Project during the remainder of the fiscal year in which such Event of Default occurs; or
- (d) take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Project under this Lease and any Collateral Documents (including, without limitation, the right to possession of the Project and the right to sell or re-lease or otherwise dispose of the Project in accordance with applicable law), subject, however, to the limitations contained in this Lease with respect to the Lessor's obligations upon the occurrence of an Event of Nonappropriation; and/or take whatever action at law or in equity may appear necessary or desirable to enforce performance by the Lessee of the applicable covenants and agreements of the Lessee under this Lease (subject, however, to the limitations thereon contained in this Lease) and to recover damages for the breach thereof.

No remedy herein conferred upon or reserved to the Lessor is intended to be exclusive, and every such remedy will be cumulative and will be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power and any such right and power may be exercised from time to time and as often as may be deemed expedient. If any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

The Lessor will remain liable for all covenants and obligations under this Lease, and for all legal fees and other costs and expenses, including court costs awarded by a court of competent jurisdiction, incurred by the Lessor with respect to the enforcement of any of the remedies under this Lease, when a court of competent jurisdiction has finally adjudicated that an Event of Default has occurred.

**Section 29. Notices.** All notices, certificates, requests or other communications hereunder will be in writing and mailed (postage prepaid, and certified or registered with return receipt requested) or delivered (including delivery by commercial service) as follows: if to the Lessor, Kentucky Association of Counties Leasing Trust, 380 King's Daughters Drive, Frankfort, Kentucky 40601, Attention: Administrator; if to Trustee, to U.S. Bank National Association, One Financial Square, Louisville, Kentucky 40202, Attention: Corporate Trust Services, CN-KY-0850; if to the Credit Facility Provider, to U.S. Bank National Association, 100 North Side Square, Shelbyville, Tennessee 37169 Attention: Government Banking Division, CN TN 1732, if to the Lessee, to the address shown on the cover page hereof. Any of the foregoing may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, certificates, requests or other communications will be sent hereunder. All notices, certificates, requests and other communications pursuant to this Lease will be effective when received (if given by mail) or when delivered (if given by delivery).

**Section 30. Amendments, Changes and Modifications.** Except as provided in Section 8 with respect to Exhibit B, this Lease may not be amended, changed, modified or altered, or any provision hereof waived, without the written consent of the Lessor and the Lessee.

**Section 31. Third Party Beneficiary.** No person other than a party hereto, the Trustee and the Credit Facility Provider, will have any right, remedy or claim under or by reason of this Lease or otherwise be a third party beneficiary of any rights, remedies, claims or agreements hereunder. The parties hereto acknowledge and agree that



to include further. Provider will be a third party beneficiary of all rights, remedies, claims or agreement hereunder, with the right to enforce the same, with the same effect as though the Credit Facility Provider was a party hereto.

Section 32. Conversion of Interest Rate. If this Lease or any portion hereof constitutes a Variable Lease, the Lessor may elect to have the interest rate under this Lease converted to a fixed rate upon the terms and conditions set forth in the Indenture; provided, however, that the Lessee must have appropriated sufficient funds to pay all Lease Rental Payments due in accordance with the amendment to Exhibit B to be delivered in connection with such conversion (as described in Section 8).

Section 33. Lessor Acknowledgment of the Bonds and Credit Facility. The Lessor acknowledges (i) that this Lease and the financing by the Lessor of the Project is a part of the Program, (ii) that the payment and purchase of the Bonds is supported by the Credit Facility issued by the Credit Facility Provider; and (iii) that the Lease Rental Payments under this Lease, together with lease rental payments under all other leases entered into by Lessors under the Program, are and will be applied to (A) pay the principal and premium, if any, and interest on the Bonds, (B) reimburse the Credit Facility Provider for all amounts paid by it under the Credit Facility to pay the Bonds, (C) pay interest, fees and other amounts due and owing to (including advances made by) the Credit Facility Provider under the Credit Facility Agreement, and (D) pay all other costs and expenses of the Program. The Lessee acknowledges and consents to the assignment by the Issuer, pursuant to the Indenture, and by the Lessor, pursuant to the Indenture and Section 23 hereof, to the Trustee, for the equal and ratable benefit of the Owners of the Bonds, of all right, title and interest of the Lessor and the Lessee, respectively, in, to and under this Lease.

Section 34. Miscellaneous. This Lease will inure to the benefit of and will be binding upon the Lessor and the Lessee and their respective successors and assigns (including, without limitation, security assigns). This Lease may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument. This Lease will be governed by and construed in accordance with the laws of the State. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or extent of any provisions or sections of this Lease. If any provision of this Lease, other than the requirement of the Lessee to pay Lease Rental Payments and the requirement of the Lessor to provide quiet enjoyment of the Project and to convey the Project to the Lessee under the conditions set forth herein, is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

IN WITNESS WHEREOF, the Lessor has executed this Lease in its name; and the Lessee has caused this Lease to be executed in its name and attested by duly authorized officers thereof. All of the above are effective as of the date first above written.

KENTUCKY ASSOCIATION OF COUNTIES  
LEASING TRUST

By: \_\_\_\_\_  
Grant Satterly, Program Director

COUNTY OF PENDLETON, KENTUCKY

By: \_\_\_\_\_  
Henry W. Bennett, County Judge/Executive

Witness

\_\_\_\_\_  
Theresa Street, Esq., Court Clerk

EXHIBIT A

DESCRIPTION OF PROJECT

(including site description)

ESTIMATED COST OF THE PROJECT \$75,000

ESTIMATED DATE OF COMPLETION OF THE PROJECT End of term of lease

DESCRIPTION

To finance the purchase of an ambulance to be used by the County

(Year \_\_\_\_\_) (Make/Model \_\_\_\_\_) (VIN/Serial \_\_\_\_\_)

Handwritten initials and date: 10/1/01

EXHIBIT C  
FORM OF RESOLUTION  
RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING A LEASE FOR THE FINANCING OF A PROJECT AND  
AUTHORIZING THE EXECUTION OF VARIOUS DOCUMENTS RELATED TO SUCH  
LEASE

WHEREAS the governing body of the County of Bondurant, Kentucky (the "Lessor") is pursuant to Section 65.070 et seq. of the Kentucky Revised Statutes to enter into lease agreements with a lessee to purchase in order to provide for the use of property for public purposes;

WHEREAS, the governing body of the Lessor (the "Governing Body") has previously determined, and hereby further determines, that the Lessor is in need of the Project, as defined in the Lease hereinafter described;

WHEREAS, the Governing Body has determined and hereby determines that it is in the best interests of the Lessor that the Lessor and the Kentucky Association of Counties Leasing Trust (the "Lessor") enter into a Lease Agreement (the "Lease") for the leasing by the Lessor from the Lessor of the Project;

NOW THEREFORE, BE IT ORDERED AND RESOLVED BY THE FISCAL COURT OF County of Bondurant, Kentucky:

Section 1. Reason and Authorization. The Lessor hereby approves the Lease Agreement (the "Lease") and all Collateral Documents, as defined in the Lease, each in substantially the form presented to the Governing Body. It is hereby found and determined that the Project identified in the Lease is public property to be used for public purposes. It is further determined that it is necessary and desirable and in the best interests of the Lessor to enter into the Lease for the purposes therein specified, and the execution and delivery of the Lease and all representations, certifications and other matters contained in the Closing Memorandum with respect to the Lease, or as may be required by the Lessor prior to delivery of the Lease, are hereby approved, ratified and confirmed. The County Judge/Executive and Fiscal Court Clerk of the Lessor are hereby authorized to execute the Lease, together with such other agreements or certifications which may be necessary to accomplish the transaction contemplated by the Lease.

Section 2. Severability. If any section, paragraph or a provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 3. Amending Law. This Governing Body hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Governing Body, and that all deliberations of the governing body and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

Section 4. Conflicts. All resolutions, orders or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed and the provisions of this Resolution shall prevail and be given effect.

Section 5. Effective Date. This Resolution shall take effect from and after its passage, as provided by law.

INTRODUCED, RECORDED AND ADOPTED, at a duly convened meeting of the Governing Body, held on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, Kentucky, by Henry W. Bertram, County Judge/Executive of the Lessor, attested by Daniel \_\_\_\_\_, Fiscal Court Clerk, read and indexed as provided by law.

By: \_\_\_\_\_  
Henry W. Bertram, County Judge/Executive

Attest:  
\_\_\_\_\_  
Daniel \_\_\_\_\_, Fiscal Court Clerk

EXHIBIT D  
OPINION OF LESSEE'S COUNSEL  
(Date)

J.S. Park National Association, Trustee  
Corporate Trust Services  
ONE EY-8250  
One Financial Square  
Louisville, Kentucky 40202

Kentucky Association of Counties Leasing Trust  
199 Koenig's Daughters Drive  
Bondurant, Kentucky 40606

Re: Lease Agreement between Kentucky Association of Counties Leasing Trust, as lessor, and County of Bondurant, Kentucky, as lessee.

Ladies and Gentlemen:

We have acted as counsel to the lessee identified above (the "Lessee") in connection with the authorization, execution and delivery by the Lessee of the Lease Agreement identified above, (the "Lease"), between the Lessee and Kentucky Association of Counties Leasing Trust (the "Lessor"). We have reviewed (i) the Constitution and laws of the Commonwealth of Kentucky (the "Commonwealth"), (ii) certain proceedings taken by the Governing Body of the Lessee, and (iii) an executed copy of the Lease and any Collateral Documents, as defined in the Lease, and (iv) such other information and documents as we have deemed necessary or appropriate in order to render this opinion.

Based on the foregoing, we are of the opinion that:

1. The Lessee is a body politic and corporate, validly organized and existing in good standing under the laws of the Commonwealth and has full power and authority to enter into and to perform its obligations under the Lease.

2. The Lease and any Collateral Documents have been duly authorized, executed and delivered by the Lessee and pursuant to the due authorization, execution and delivery thereof by the other parties thereto) constitute legal, valid and binding obligations of the Lessee, enforceable against the Lessee in accordance with their terms (including, without limitation, the right of the Lessee to terminate the Lease at the end of each fiscal year of the Lessee by reason of an Event of Nonappropriation, as defined in the Lease), except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

3. All consents, approvals or authorizations of any governmental entity and all filings and notices required on the part of the Lessee in connection with the authorization, execution and delivery of the Lease and the consummation of the transactions contemplated thereby have been obtained and are in full force and effect.

4. Neither the execution and delivery of the Lease nor the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions of the Lease conflict with or constitutes a violation of any provision of any law or regulation applicable to the Lessee or, to the best of our knowledge after reasonable investigation, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Lessee is now a party or by which the Lessee is bound.

5. To the best of our knowledge, after reasonable investigation, there is no action, suit, proceeding or governmental investigation at law or in equity pending or by any court, public board or body, pending of which the Lessee has been served with a summons, summons and complaint or other notice of commencement, or threatened against or affecting the Lessee, challenging the validity of the Lease or contesting the power and authority of the Lessee to execute and deliver the Lease or to consummate the transactions contemplated by the Lease.

Respectfully submitted

EXHIBIT E  
CERTIFICATE OF OFFICIALS OF LESSEE

Re: Lease Agreement between Kentucky Association of Counties Leasing Trust, as lessor, and the County of Pendleton, Kentucky, as lessee dated \_\_\_\_\_, 2007.

The undersigned officials of the lessee identified above (the "Lessee") under the Lease Agreement identified above (the "Lease") between the Lessee and the Kentucky Association of Counties Leasing Trust (the "Lessor"), DO HEREBY CERTIFY AS FOLLOWS:

1. That they are the duly elected or appointed, qualified and acting incumbents of their respective offices of the Lessee, as set forth after their signatures hereto, and as such are familiar with the books, records and affairs of the Lessee.

2. That the Lessee is a body politic and corporate, validly organized, existing and in good standing under and by virtue of the laws of the Commonwealth of Kentucky with all requisite power and authority to lease property as lessee and to carry on its business as now being conducted.

3. That included in the transcript of which this Certificate forms a part is a true, correct and copy of the resolution duly adopted by the Governing Body of the Lessee on \_\_\_\_\_ (the "Official Action"), authorizing the appropriate officials of the Lessee to execute the Lease. The Official Action adopted in accordance with all applicable laws.

4. The representations and warranties of the Lessee made in the Lease are true and correct in all material respects on and as of the date hereof as if made on and as of the date hereof; the Official Action is intended or supplemented and is in full force and effect; and the Lease has been entered into and is in full force and effect.

5. That the below-named persons were on the date or dates of the execution of the Lease and are on the date of this certificate the duly elected or appointed and qualified incumbents of the respective offices of the Lessee set forth opposite their names and that the signatures set forth opposite their names are their genuine signatures:

Name	Title	Signature
Henry W. Bertman	County Judge/Executive	
Darlene Smart	Fiscal Court Clerk	

6. The Lease and any Collateral Documents, as defined in the Lease, have been duly authorized, executed and delivered by the Lessee and constitute legal, valid and binding obligations of the Lessee, enforceable against the Lessee in accordance with their terms (including, without limitation, the right of the Lessee to terminate the Lease at the end of each fiscal year of the Lessee by reason of an Event of Nonappropriation, as defined in the Lease).

7. The Lessee is not in default under or in violation of (i) any provisions of applicable law, (ii) the Lease, or (iii) any indenture, mortgage, lien, agreement, contract, deed, lease, loan agreement, note, order, judgment, decree or other instrument or restriction of any kind or character to which it is a party or by which it or its properties are or may be bound, or to which it or any of its assets is subject, which default would have a material adverse effect on the condition, financial or otherwise, of the Lessee or on the ability of the Lessee to perform its obligations under the Lease. Neither the execution and delivery of the Lease nor compliance by the Lessee with the terms, conditions and provisions of the Lease will conflict with or result in a breach of, or constitute a default under, any of the foregoing.

8. Since the date of the financial information provided to the Lessor, there have not been any material adverse changes in the business, properties, condition (financial or otherwise) or results of operations of the Lessee, whether or not arising from transactions in the ordinary course of business, and since such date, except in

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the ordinary course of business, the Lessee has not entered into any transaction or incurred any liability material to the financial position of the Lessee.

9. There is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency or public board or body, pending or, to the best of our knowledge, threatened against or affecting the Lessee which an unfavorable decision, ruling or finding would materially adversely affect the business, properties, condition (financial or otherwise) or the results of operations of the Lessee or the ability of the Lessee to perform its obligations under the Lease and any Collateral Documents.

10. All authorizations, consents and approvals of, notices to, registrations or filings with, or other actions in respect of or by, any governmental body, agency or other instrumentality or court required in connection with the execution, delivery and performance by the Lessee of the Lease and any Collateral Documents have been duly obtained, given or taken (and copies thereof have been provided to the Lessor).

11. Any certificates signed by any official of the Lessee and delivered to the Lessor will be deemed to be a representation by the Lessee to the Lessor as to the statements made therein.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

By \_\_\_\_\_  
Henry W. Bertman, County Judge/Executive

Attest:  
Darlene Smart, Fiscal Court Clerk

EXHIBIT F  
REQUEST FOR DISBURSEMENT

Re: Lease Agreement between Kentucky Association of Counties Leasing Trust, as lessor, and County of Pendleton, Kentucky, as lessee dated \_\_\_\_\_, 2007.

Requisition Certificate No. \_\_\_\_\_

The Lessee hereby requests a disbursement from its Lessee Acquisition Account in the amount of \$75,000 and hereby certifies, as follows (except that with respect to a disbursement to pay an interest component of Lease Rental Payments during construction of a Project, only the documents described in (a) below will be required):

(a) Attached is a statement of the amount and nature of each item of the Costs of the Project to be paid and the name and address of the payee, with the payee's statement and, if reimbursement to the Lessee of amounts previously paid is requested, evidence of such payment;

(b) each item for which payment or reimbursement is requested is or was necessary in connection with the Costs of the Project and none of such items formed the basis for any previous payment from the Lessee's Lessee Acquisition Account;

(c) each contractor, subcontractor and materialman has filed with the Lessee receipts or waivers of lien for all amounts previously certified for payment, or any amount previously certified for reimbursement to the Lessee, or there is on file with the Lessee a cancelled check endorsed by the contractor, subcontractor or materialman evidencing such payment;

(d) all of the warranties and representations of the Lessee contained in the Lease are true and correct as of the date of such disbursement as though such warranties and representations were made on such date, no Event of Default or Event of Nonappropriation has occurred under the Lease, the right of the Lessee to control the acquisition, construction and installation of the Project has not otherwise been terminated pursuant to the Lease, and that amounts on deposit in the Lessee's Lessee Acquisition Account will be sufficient to complete the Project in accordance with the approved plans and specifications.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

COUNTY OF PENDLETON, KENTUCKY, Lessee

By \_\_\_\_\_  
Authorized Lessee Representative

## EXHIBIT G

FORM OF NO-ARBITRAGE CERTIFICATE  
 CERTIFICATE UNDER SECTIONS 133(b)(2) and 148  
 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED

LESSEE: Pendleton County Fiscal Court

LEASE AMOUNT: \$75,000

The Lessee hereby certifies with respect to the Lease from the Kentucky Association of Counties Leasing Trust ("CoALT"), made with proceeds of the \$50,000,000 Kentucky Association of Counties Leasing Trust Lease Premium Revenue Bonds, Variable Rate 2007 Series A (the "Bonds") issued by the County of Christian, Kentucky (the "County"), which is entered into for the purpose of acquiring and financing certain improvements (the "Project") and made as of the date hereof (the "Closing Date"), which is the date of delivery of, and payment for, the Lease, that the following facts, estimates and circumstances regarding the amount and use of all of the Proceeds, as defined in Treas. Reg. § 1.148-1(b), issued under the Internal Revenue Code of 1986, as amended (the "Code"), of the Lease are, as of the Closing Date and according to the Lessee's best knowledge, information and belief, reasonably expected to exist or to occur:

A. **Proceeds.** The Proceeds of the Lease consist, and will consist, of the Sale Proceeds and Investment Income, each as defined in Treas. Reg. § 1.148-1(n), issued under the Code, and equal the Lease Amount.

B. **Purpose of Issue.** The Proceeds of the Lease, together with certain other funds, will be used to finance the Project, which constitutes a valid governmental purpose (the "Governmental Purpose").

The total amount of Proceeds received by the Lessee will not exceed the amount necessary to finance the Governmental Purpose. The Lease is being entered into at this time in such amount because the Lessee is obligated or will soon be obligated to make certain payments with respect to the Project and because it would be costly and inefficient to issue additional debt in the future to finance additional payments with respect to the remainder of the costs of the Project that are expected to become due.

C. **Yield on the Lease.** (1) The price at which the Lease was sold to the Issuer, which intends to hold the Lease for investment purposes and not for resale to the general public, is equal to the Lease Amount.

**CHECK APPLICABLE STATEMENT**

☐ (1) The interest rate on the Lease is variable and the Yield will be determined pursuant to Treas. Reg. § 1.148-1(e), issued under the Code.

OR

☐ (2) The Yield on the Lease, as defined in Treas. Reg. § 1.148-4, issued under the Code, is \_\_\_\_\_ %.

D. **Application of Proceeds.** All of the Sale Proceeds will be used to pay the cost of the Project, including issuing expenses and interest during construction and amounts allocated to reimburse the Lessee for capital expenditures, as that term is defined in Treas. Reg. § 1.150-2, issued under the Code, for the Project paid by the Lessee prior to the Closing Date, pursuant to the Lessee's Official Expression of Intent (as hereinafter defined). No amount received as Proceeds of the Lease will be used in the manner not set forth in this section.

E. **Expenditure of Proceeds for the Project.** The acquisition of the Project will commence promptly following the Closing Date, and the Lessee has incurred, or will incur, within six (6) months after the Closing Date, a written binding commitment to expend at least five percent (5%) of the Net Sales Proceeds (defined in Treas. Reg. § 1.148-1(b)) as Sales Proceeds less an amount that is the lesser of five percent (5%) of the Sales Proceeds or \$100,000 on the Project. The Lessee will expend at least eighty-five percent (85%) of the Net Sales Proceeds by

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April 26, 2010. The acquisition of the Project will proceed with due diligence to completion and the Proceeds will be spent on the Project with due diligence no later than April 26, 2010.

F. **Investment of Proceeds.** (1) The Lessee has agreed to the Tax Compliance Agreement attached hereto and will not invest any of the Proceeds of the Lease without the express consent of CoALT, and any such investment will be done so that such investment will not cause interest on either the Lease or the Bonds to be includable in the holder's gross income for purposes of federal income taxation or the debt to be treated as "arbitrage bonds" under Sections 105(b)(7) and 148 of the Code and the Treasury Regulations thereunder.

(2) Not more than fifty percent (50%) of the Proceeds of the Lease will be invested in investments that both do not carry out the Governmental Purpose of the Lease and have a substantially guaranteed yield for at least four (4) years.

(3) No account or fund has been or will be established to pay principal of, premium, if any, or interest on the Lease. There are no moneys, sources of funds, securities or obligations that have been, or will be, pledged as collateral for the payment of principal of, premium, if any, or interest on the Lease, and there are no moneys, sources of funds, securities or obligations with respect to which the Issuer has given or will give any reasonable assurance to any holder of the Lease that such funds will be available to pay principal of, premium, if any, or interest on the Lease.

(4) Any unexpended portion of the Proceeds of the Lease, including any amounts in any reasonably anticipated reserve or replacement fund, will be invested in the investment contract described in the Trust Indenture for the Bonds and other than any funds described herein invested during a temporary period permitted under Treas. Regs. §§ 1.148-1 through -11, issued under the Code, if any, or any amounts in any reasonably required reserve or replacement fund, as described in Treas. Reg. § 1.148-2(f), no Proceeds of the Lease, or any moneys that may become Replacement Proceeds, as defined in Treas. Reg. § 1.148-1(c), of the Lease, in excess of the lesser of (i) five percent (5%) of such Proceeds or (ii) \$100,000, have been invested in "higher yielding investments," as defined in the Code and the Treasury Regulations thereunder.

G. **Spreads.** (1) Neither the Project, nor any part thereof, will be sold or otherwise disposed of by the Lessee prior to the final principal maturity date of the Lease.

(2) The Lessee will allocate Proceeds of the Lease to reimburse itself only for capital expenditures paid not earlier than sixty (60) days prior to the Closing Date or not earlier than sixty (60) days prior to the date it adopted an official expression of intent to reimburse (the "Official Expression of Intent"), within the meaning of Treas. Reg. § 1.150-1, issued under the Code, if earlier, or as otherwise permitted pursuant to Treas. Reg. § 1.150-2.

(3) There are no amounts, other than the Gross Proceeds of the Lease, that are available for the Governmental Purpose. There are no sinking funds or pledged funds and the term of the Lease is not longer than reasonably necessary for the Governmental Purpose.

H. **Any Rebate Payments and any Yield Reduction Payments** (each as defined in the Tax Compliance Agreement), owed pursuant to Section 148(f) of the Code, will be remitted to the United States Treasury as directed by CoALT pursuant to the Tax Regulatory Agreement entered into with respect to the Bonds.

I. **The Lessee has not employed in connection with the Lease a transaction or series of transactions that attempt to circumvent the provisions of Sections 133(b)(2) and 148 of the Code and the Treasury Regulations thereunder, enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage and/or increasing the burden on the market for tax-exempt obligations through actions such as issuing more obligations, issuing obligations sooner or allowing them to remain outstanding longer than would otherwise be necessary for the Governmental Purpose.**

J. **The Issuer has never been advised of any listing or contemplated listing by the Internal Revenue Service or the fact that the Lessee's certification with respect to its obligations may not be relied upon and no notice to that effect has been published in the Internal Revenue Bulletin.**

K. **Certain of the facts, estimates and circumstances contained herein are based upon representations made by CoALT in the attached certificate, or in other letters and reports that accompany the sundry closing documents.**

related to the sale and delivery of the Lease. The Lessee is not aware of any facts, estimates or circumstances that would cause it to question the accuracy of such representations. To the best of the knowledge, information and belief of the undersigned, who is authorized by the Lessee to sign this certificate on behalf of the Lessee, the above expectations of the Lessee as stated herein are reasonable and there are no other facts, estimates or circumstances that would materially change the foregoing conclusion.

#### CHECK IF APPLICABLE

☐ (8) During this calendar year, the Lessee, which has general taxing powers, has not issued and does not expect to issue tax-exempt bonds, including any tax-exempt bonds issued by any subordinate entities, but excluding "private activity bonds," as defined in the Section 141 of the Code, and any refunding bonds, as defined in Section 148(d)(4)(C)(ii) of the Code, exceeding \$5,000,000 in aggregate face amount.

☐ (9) Lessee does not reasonably anticipate that the total principal amount of "qualified tax-exempt obligations" within the meaning of Section 265(b)(5) of the Code which the Lessee or any subordinate entity of the Lessee will issue during the calendar year in which the Lease is executed and delivered will exceed \$10,000,000; and, therefore, the Lessee hereby designates the Lease as a "qualified tax-exempt obligation."

This certificate is being executed and delivered pursuant to Treas. Regs. §§ 1.148-1 through -11 issued under the Code of which the undersigned, with the advice of counsel, is generally familiar. On the basis of the foregoing, it is not expected that the proceeds of the Lease will be used in a manner that would cause the Lease or the Bonds to be "arbitrage bonds" under Sections 103(b)(2) and 148 of the Code or the Treasury Regulations thereunder.

LESSOR

By: Henry W. Barham, County Judge/Executive

#### CERTIFICATE OF KENTUCKY ASSOCIATION OF COUNTIES LEASING TRUST

The undersigned hereby certifies on behalf the Kentucky Association of Counties Leasing Trust ("CoLT") that (1) CoLT has entered into an agreement (the "Tax Regulatory Agreement") in connection with the issuance of \$50,000,000 Kentucky Association of Counties Leasing Trust Lease Program Revenue Bonds, Variable Rate 2007 Series A (the "Bonds") issued by the County of Christian, Kentucky (the "Issuer") on April 26, 2007 with the Issuer and U.S. Bank National Association, as trustee; (2) the Tax Regulatory Agreement requires that CoLT not use and not permit any use of the Proceeds of the Bonds which would cause the interest on the Bonds to become includable in the gross income for federal income tax purposes of any holder of the Bonds; (3) the Tax Regulatory Agreement requires that CoLT impose limitations on each Lessee, as a condition of entering into a Lease, as to the use of the Proceeds of the Lease and the use of the Project financed with such Proceeds, so that the restrictions and limitations of the Tax Regulatory Agreement are not violated; (4) the Tax Regulatory Agreement requires that CoLT require that each Lessee, as a condition of entering into a Lease, pay any rebate amounts owed pursuant to Section 148(f) of the Code; (5) any investment contract that was entered into for the Proceeds of the Bonds complies with the requirements of Treas. Regs. §§ 1.148-1 - -11; and (6) this certificate may be relied upon by the Lessee in executing the foregoing certificate and by Peck, Shaffer & Williams LLP in rendering any opinion with respect to the Lease.

KENTUCKY ASSOCIATION OF COUNTIES LEASING TRUST

By: Grant Satterly, Program Director

#### Attachment to No-Arbitrage Certificate TAX COMPLIANCE AGREEMENT

KENTUCKY ASSOCIATION OF COUNTIES LEASING TRUST

LESSOR  
DATE OF AGREEMENT  
LEASE AMOUNT:

This Tax Compliance Agreement is a Lease Agreement between the Lessee and the Kentucky Association of Counties Leasing Trust dated the date of this Tax Compliance Agreement.

#### TAX COMPLIANCE AGREEMENT

THIS TAX COMPLIANCE AGREEMENT (the "Tax Compliance Agreement") is made and entered into as of the date shown on the cover page hereof between the KENTUCKY ASSOCIATION OF COUNTIES LEASING TRUST ("CoLT") and the LESSEE shown on the cover page hereof (the "Lessee").

#### WITNESSETH:

WHEREAS, the Lessee has agreed, in a Lease Agreement dated the date hereof (the "Lease") to borrow the Lease Amount shown on the cover page hereof pursuant to a Program administered by CoLT and funded with the proceeds of \$50,000,000 Kentucky Association of Counties Leasing Trust Lease Program Revenue Bonds, Variable Rate 2007 Series A (the "Bonds") issued by the County of Christian, Kentucky (the "Issuer") to finance the project identified in the Lease (the "Project"); and

WHEREAS, it is necessary for the parties hereto to enter into this Tax Compliance Agreement to ensure that interest paid on the Bonds and on the Lease shall all be and shall all remain excludible from gross income for federal income purposes, pursuant to the Internal Revenue Code of 1986, as amended (the "Code") and is not and will not become a specific item of tax preference under Section 514(c)(5)(C) of the Code for the federal alternative minimum tax and to comply with the requirements of the Tax Regulatory Agreement (the "Tax Regulatory Agreement") dated as of April 1, 2007 among CoLT, the Issuer and U.S. Bank National Association, as trustee;

NOW, THEREFORE, the parties hereto agree and bind themselves as follows:

#### ARTICLE I

##### DEFINITIONS

SECTION 1.01. **Definitions.** In addition to words and terms defined elsewhere in this Tax Compliance Agreement, the Code and Regulations (each as herein defined), the No-Arbitrage Certificate (as hereinafter defined), the Indenture and the Lease, the following capitalized words and terms used in this Tax Compliance Agreement shall have the following meanings, unless some other meaning is plainly intended:

"Arbitrage Bond" means any obligation of a Governmental Entity that is treated as an arbitrage bond under Sections 103(b)(2) and 148 of the Code.

"Capital Expenditure" means any expense that is properly depreciable or amortizable or is otherwise treated as a capital expenditure under the Code, and for the purposes of determining eligible Reimbursement Allocations, Costs of Issuance.

"Closing Date" means the date of this Tax Compliance Agreement.

"Cost of Issuance" means any expenditure incurred in connection with the issuance of the Lease or the Lessee's share of such expenditures relating to the Bonds, including such costs as underwriters' spread, rating agency fees, appraisal costs, attorneys' fees and accountants' fees and printing costs, but excluding Qualified Guarantee Fees or expenditures incurred in connection with the acquisition of the Project.

"Disposition Proceeds" means the amounts, including property, received from the sale, exchange or other disposition of the Project.

"Federally-Guaranteed" means having the payment of either the principal or of interest on any portion of the Lease or any loan made with the Proceeds of any portion of the Lease guaranteed, in whole or in part, directly or indirectly, by the United States, or acquiring any investment property that is, directly or indirectly federally-insured, except as otherwise permitted by Section 149(b) of the Code.

"Governmental Entity" means any State and any political subdivision and agency of any State.

"Investment Property" means any amounts actually or constructively earned or received from investing the Proceeds in Investment Property.

"Investment Property" also means any security (as defined in Section 551(a)(2)(A) or (B) of the Code), including any Tax-Exempt Bond, security contract or other investment-type property.

"Tax Arbitrage Certificate" means the "Certificate under Sections 103(b)(3) and 148 of the Internal Revenue Code of 1986, as amended," for the Bonds given by the issuer, including certifications given with respect thereto by the Financial Advisor, the Underwriter and COLT, and for the Lease given by the Lessee.

"Non-Governmental Entity" means any person or entity, other than a Governmental Entity.

"Pledged Fund" means any amount pledged, directly or indirectly, to pay principal of or interest on the Lease, which provides reasonable assurance of such amounts being paid even if the Lessee experiences financial difficulties, including amounts subject to a negative pledge.

"Private Loan" means any loan, directly or indirectly, of any of the Proceeds of an obligation of a Governmental Entity to any Non-Governmental Entity.

"Private Use" means the use of any Proceeds of the Lease or any facilities financed with such Proceeds by any Non-Governmental Entity.

"Private User" means any Non-Governmental Entity, other than a natural person not engaged in a trade or business.

"Rebate Amount" means the amount determined by COLT pursuant to the Tax Regulatory Agreement.

"Rebate Payment" means any payment of the Rebate Amount made to the United States Treasury.

"Redemption Date" means the date on which the last of the principal of and interest on the Lease has been paid, without acceleration, redemption or acceleration thereof.

"Reimbursement Allocation" means a written allocation of the Proceeds of the Lease intended to reimburse the Lessee for Capital Expenditures for the Project that were paid prior to the Closing Date, provided that any such allocation is made no later than eighteen (18) months after the later of the date the Capital Expenditure was paid or the date the Project was placed in service, but in no event later than three (3) years after the payment date. Any portion of allocation made within thirty (30) days after the Closing Date shall be treated as if made on the Closing Date.

"Reimbursement Resolution" means a declaration of intent by the Lessee to finance, by issuing debt, capital expenditures. For this purpose, the issuance of debt to finance specific facilities shall constitute a debt financing resolution, the date of adoption of which shall be no later than the Closing Date of such debt.

"Replacement Proceeds" means amounts replaced by Proceeds of the Lease, including any sinking fund, principal fund, restricted gift (not including qualified endowment funds, pursuant to Treas. Reg. § 1.148-6(a)(1)(ii)(C)) or reserve or replacement fund, or other funds that would be available, directly or indirectly, to pay obligations on any of the Lease, within the meaning of Treas. Reg. § 1.148-1(c).

"Rescue Agreement" means an agreement between the Lessee and a Private User under which the Lessee or the Private User uses any portion of the Project to carry on business.

"Sale Proceeds" means the Lease Amount shown on the cover page hereto.

"Service Contract" means a contract between the Lessee and a Service Provider under which the Service Provider provides services involving any portion or portions of a Governmental Facility financed with Governmental Bonds.

"Service Provider" means any Private User that provides management or other services.

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"State" means any state and possession of the United States and the District of Columbia.

"Treasury Regulation" and "Treas. Reg." means any Regulation, Proposed Regulation or Temporary Regulation as may be adopted and issued by the United States Treasury Department pursuant to the Code or the 1954 Internal Revenue Act.

"Yield" means, pursuant to Treas. Regs. §§ 1.148-4 and -5, that discount rate which, when computing the present value of all payments of principal and interest to be paid on an obligation, produces an amount equal to, in the case of the Lease, the Lease Price and in the case of any Investment Property, the fair market value, as provided in Treas. Reg. § 1.148-5(f).

"Yield Reduction Amount" means the amount determined by COLT pursuant to the Tax Regulatory Agreement.

"Yield Reduction Payment" means any payment of the Yield Reduction Amount made to the United States Treasury.

**SECTION 1.02. Interpretative Rules.** For all purposes of this Tax Compliance Agreement, except as otherwise expressly provided or unless the context otherwise requires: (a) "Tax Compliance Agreement" means this agreement, as originally entered and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof; (b) all references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed; (c) the words "herein," "hereof," "hereunder" and "hereinabove" and other words of similar import refer to this Tax Compliance Agreement as a whole and not to any particular Article, Section or other subdivision; (d) the terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular; (e) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles; (f) the terms defined elsewhere in this Tax Compliance Agreement shall have the meanings therein prescribed for them; (g) words of the masculine gender shall be deemed and construed to include relative words of the feminine and neuter genders; (h) the readings used in this Tax Compliance Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

## ARTICLE II

### COVENANTS AND REPRESENTATIONS OF COLT AND THE LESSEE ACKNOWLEDGMENTS BY, DIRECTIONS TO AND FROM COLT AND THE LESSEE

**SECTION 2.01. Authority and Organization.** (a) The Lessee represents for the benefit of COLT that it is a part of a subdivision of the Commonwealth of Kentucky with the power, among others, to enter into the Lease in furtherance of its corporate purposes, including financing the cost of the Project; and

(b) COLT represents for the benefit of the Lessee that (i) COLT is a duly organized and validly existing entity under the laws of the Commonwealth of Kentucky; and (ii) COLT has full power and authority granted to it by the Commonwealth of Kentucky to establish a program to enter into fixed rate leases with counties, political subdivisions and public agencies of the Commonwealth of Kentucky.

**SECTION 2.02. Use of Proceeds.** The Lessee represents that:

(a) **No Private Use of Proceeds.** No Proceeds of the Lease will be used to make Private Loans and no use of the Project will be Private Use without the prior written consent of COLT. The Lessee agrees to use the Project for the entire stated term of the Lease.

(b) **Expenditures.** The Lessee expects to incur, no later than six months after the date of the Lease, a substantial bonding commitment to expend at least five percent (5%) of the Sale Proceeds of the Lease and to commence acquisition of the Project within a reasonable period of time after the date of the Lease. The Lessee expects that (i) it will expend at least eighty-five percent (85%) of the Sale Proceeds of the Lease by April 26, 2010, (ii) the acquisition of the Project will proceed with due diligence to completion and (iii) the Sale Proceeds of the Lease will be spent with due diligence for this purpose, a

Reimbursement Allocation may be listed as an expenditure. The total amount of Sale Proceeds of the Lease, together with Investment Proceeds, will not exceed the amount necessary for the Project being financed with the Lease, including, to the extent permitted, issuance expenses and interest during construction.

(c) Use of the Project. The Lessee will own or lease and operate the Project during the entire term of the Lease and will not change the use or ownership of any part of a Project during the entire term of the Lease without the prior written consent of CoLT.

(d) Reimbursement Allocation. The Lessee will not make any Reimbursement Allocation with the Proceeds of the Lease for Capital Expenditures that were paid prior to sixty (60) days before the date on which the Lessee adopted a Reimbursement Resolution authorizing the issuance of debt to finance the Project, except that expenditures for Costs of Issuance paid before the date of the Lease, certain preliminary Capital Expenditures not in excess of twenty percent (20%) of the Lease Amount, and an amount of Capital Expenditures not in excess of the lesser of five percent (5%) of the Lease or \$100,000 may receive a Reimbursement Allocation even if the expenditure was paid more than sixty (60) days prior to the date of adoption of the Reimbursement Resolution described herein and even if the allocation would not otherwise qualify as a Reimbursement Allocation.

(e) Investment Limitations. (i) The Lessee will invest the Gross Proceeds of the Lease and any Disposition Proceeds of the Lease under the Investment Agreement unless otherwise authorized in writing by CoLT.

(ii) If at any time, either the Lessee determines or is informed that the Yield or the investment of moneys held by itself or any other person must be restricted or limited in order to prevent the Bonds from becoming Arbitrage Bonds, the Lessee shall and shall so instruct any holder of the Sale Proceeds or Investment Proceeds of the Lease to take such action or actions as may be necessary to restrict or limit the yield on such investments as set forth in, and in accordance with, such instruction.

(f) Federal Guarantees. The Gross Proceeds will not be invested in any Investment Property that is Federally-Guaranteed.

**SECTION 2.03. Service Contracts.** The Lessee represents that it will not enter into any Service Contracts or other similar contracts with respect to the Project without the prior written consent of CoLT.

**SECTION 2.04. Research Agreements.** The Lessee represents that it will not enter into any Research Agreements with respect to the Project without the prior written consent of CoLT.

**SECTION 2.05. Changes in Use or User of Project.** The Lessee represents that (a) no part of the Project will be sold, otherwise disposed of or leased, without the prior written consent of CoLT; (b) it will not to permit any use of its Project by any person or entity other than itself without the prior written consent of CoLT; (c) any portion of a Project consisting of personal property may be sold in the ordinary course of an established governmental program if (i) the weighted average maturity of the portion of the Lease financing the personal property was not greater than one hundred twenty percent (120%) of the reasonably expected actual use of such personal property by the Lessee, (ii) the Lessee expected at the date of the Lease that the fair market value of the personal property at the time of disposition would not be greater than twenty-five percent (25%) of its cost and (iii), at the time of disposition, the personal property is no longer suitable for the governmental purpose for which it was acquired.

**SECTION 2.06. Investments.** The Lessee will invest the Gross Proceeds of the Lease and any Disposition Proceeds of the Lease only under the Investment Agreement unless otherwise authorized in writing by CoLT.

**SECTION 2.07. Records.** The Lessee represents that proper records and accounts, containing complete and correct copies of all transactions relating to the Lease, the use of the Gross Proceeds of the Lease and the assumptions made in connection with the acquisition of the Project, will be maintained. The information described in this Section will be retained for at least six (6) years after the Redemption Date.

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**SECTION 2.08. Payment of Arbitrage Compliance Amounts.** The Lessee represents that all actions necessary to comply with the Yield Limitations applicable to investments of the Sale Proceeds and Investment Proceeds of the Lease and the rebate requirements contained in Section 145(f) of the Code and the Treasury Regulations thereunder will be taken. Immediately upon the request of CoLT, the Lessee will assemble copies or records concerning investments of Gross Proceeds of the Lease, including any amounts held by any provider of a bond or credit or guarantor under a reimbursement or other similar agreement. In particular, the Lessee will provide CoLT with information that will enable CoLT to determine if any Rebate Amount is payable. The Lessee will pay any Rebate Payment and any Yield Reduction Payment owed with respect to the Gross Proceeds of the Lease, as determined by CoLT. The information described in this Section will be retained for at least six (6) years after the Redemption Date.

**SECTION 2.09. Information Reporting Requirements.** The Lessee represents that it will timely execute and furnish information reports required under Section 149(e) of the Code (Form 8038-R) or as required by CoLT.

**SECTION 2.10. Compliance with Tax Compliance Agreement.** (a) The Lessee may, at any time, employ one or several independent certified public accountants, or other qualified experts acceptable to CoLT to perform any of the requirements imposed upon the Lessee by this Tax Compliance Agreement.

(b) CoLT and the Lessee agree, to the extent reasonably possible, to comply with any amendments to the Code or any applicable Regulations, effective retroactively, and the Issuer, CoLT and the Lessee shall take all actions necessary to amend this Tax Compliance Agreement to comply therewith.

(c) Whenever any action or direction is required of the Lessee hereunder, such action or direction may, or in the absence of any such action or direction shall, be made by CoLT.

IN WITNESS WHEREOF, CoLT and the Lessee have each caused this Tax Compliance Agreement to be signed in its own name and on its behalf by its duly authorized officers, all as of the date set forth on the cover page hereof.

KENTUCKY ASSOCIATION OF COUNTIES  
LEASING TRUST

By: \_\_\_\_\_  
Grant Sauterly, Program Director

LESSOR

By: \_\_\_\_\_  
Henry W. Bettrams, County Judge/Executive





# KELLY ROAD

13,250' of 6" Ductile Iron and PVC

1 6" hydrant

Potential of serving 19 homes

Prepare for future loop of Center Ridge Road

Projected Cost \$227,820

## Funding:

HB 380	
Tap fees (12)	\$160,000
Fiscal Court (Magistrate Whaley)	10,200
PCWD contribution	25,000
	<u>32,620</u>
	\$227,820

\$12,340 of pre-paid engineering costs on Kelly Road have already been paid by the water district

Current projects require the following funding:

\$41,060 for project preparation of Fishing Creek Rd. & Center Ridge  
\$32,620 for Kelly Road  
 \$73,680

Potential 19 customers @ 60% = 12 x \$24.58 avg. water bill less M/O and cost of water = \$294.96

195 = \$42,000 of district contribution other than tap fees

## In Re: Budget Account Transfers.

Judge Bertram presented and read the Budget Account Transfers. Squire Veirs made a motion to approve the transfers as presented and read, seconded by Squire Wells, motion carried.  
 Transfers recorded as follows:

PENDLETON COUNTY FISCAL COURT  
 TUESDAY AUGUST 14, 2007  
 7:00 PM

## COURT ORDER TRANSFERS

### BUDGET ACCOUNT TRANSFERS:

#### General Fund

Transfer from (01-9200-999) Reserve for Transfers to the following accounts:

01-5212-366 Solid Waste - Cleanup \$10,900.00

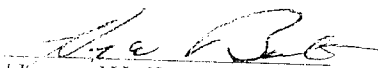
#### LG&EA Fund

Transfer from (04-9200-999) Reserve for Transfers to the following accounts:

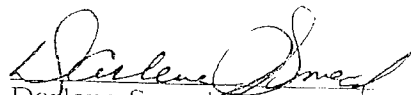
04-5136-441 Homeland Security Machinery & Equipment \$ 715.00

### INTERFUND TRANSFERS:

Transfer from General Fund to Jail Fund for Operations \$30,000.00

  
 Henry W. Bertram  
 County Judge/Executive

Date: 8/15/07

  
 Darlene Smeal  
 Fiscal Court Clerk

Date: 8-15-07

## In Re: Payment of Claims.

Judge Bertram presented and reviewed the Payment of Claims. Whereupon a motion was made by Squire Whaley, seconded by Squire Hart, carried, the following claims be allowed and ordered paid out of the following funds.

# Pendleton County Fiscal Court

## Voucher Claims Register

General Fund

From: 09/14/2007 To: 08/14/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	02-5024	Vendor OFFICEDEPO OFFICE DEPOT				
					Voucher Date 08/14/2007	
02-0114	01-5011-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	395916464-001	017146	AUGUST OFFICE SUPPLIES	16.30
02-0114	01-5017-445-	TAX ADMINISTRATOR OFFICE SUPPLIES		017146	AUGUST OFFICE SUPPLIES TAX ADMINISTRATOR	62.89
02-0114	01-5110-445-	OFFICE SUPPLIES SOLID WASTE		017146	AUGUST OFFICE SUPPLIES SOLID WASTE	42.41
		Printed On Check 009282				
					Voucher Totals	121.60
Voucher No.	02-5025	Vendor PEOPLES TR PEOPLES TROPHIES & AWARDS				
					Voucher Date 08/14/2007	
02-0114	01-5011-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	820	017154	BUSINESS CARDS - COUNTY JUDGE	35.00
02-0114	01-5020-445-	CO. TREASURER, OFFICE SUPPLIES		017154	BUSINESS CARDS - COUNTY TREASURER	35.00
02-0114	01-5027-445-	TAX ADMINISTRATOR OFFICE SUPPLIES		017154	BUSINESS CARDS - TAX ADMINISTRATOR	35.00
		Printed On Check 003283				
					Voucher Totals	105.00
Voucher No.	02-5026	Vendor HENRY BERT HENRY BERTRAM				
					Voucher Date 08/14/2007	
02-0114	01-5011-563-	CO. JUDGE/EXEC., POSTAGE		017118	REIMBURSEMENT FOR POSTAGE	4.80
		Printed On Check 009284				
					Voucher Totals	4.80
Voucher No.	02-5027	Vendor DONNA ROSE DONNA ROSE COMPANY				
					Voucher Date 08/14/2007	
02-0114	01-5010-445-	CO. CLERK OFFICE SUPPLIES	3553	017161	ESTATE, DEED BOOKS, RECORDING PAPER & MARRIAGE CF	1,002.00
		Printed On Check 009285				
					Voucher Totals	1,002.00
Voucher No.	02-5028	Vendor ST ELIZA ST ELIZABETH MEDICAL CENTER - FRLANGER				
					Voucher Date 08/14/2007	
02-0114	01-5025-499-	OTHER SUPPLIES		017092	RANDOM DRUG SCREEN S. MCCLANAHAN	39.00
		Printed On Check 009286				
					Voucher Totals	39.00
Voucher No.	02-5029	Vendor KCJEA KCJEA/KMCA				
					Voucher Date 08/14/2007	
02-0114	01-5025-569-	REGISTRATION/CONFERENCES	15	017138	KCJEA - ALI RETREAT II. BERTRAM	75.00
		Printed On Check 009287				
					Voucher Totals	75.00
Voucher No.	02-5030	Vendor NKADD NORTHERN KY AREA DEVELOP. DISTRICT				
					Voucher Date 08/14/2007	
02-0114	01-5025-569-	REGISTRATION/CONFERENCES		017144	(4) RESERVATIONS NKADD ANNUAL MEETING	112.00
		Printed On Check 009288				
					Voucher Totals	112.00
Voucher No.	02-5031	Vendor WHALCY ALA ALAN WHALEY				
					Voucher Date 08/14/2007	
02-0114	01-5025-569-	REGISTRATION/CONFERENCES		017163	REIMBURSEMENT FOR TRAVEL & LODGING	372.92
		Printed On Check 009289				
					Voucher Totals	372.92
Voucher No.	02-5032	Vendor LIFE FTTNE LIFE FITNESS, INC				
					Voucher Date 08/14/2007	
02-0114	01-5011-567-	PAYROLL TAX REFUNDS		017168	PAYROLL TAX REFUND - JAMES THAXTON	235.72
		Printed On Check 009290				
					Voucher Totals	235.72
Voucher No.	02-5033	Vendor CROSS ROAD CROSSROADS FLEA MARKET				
					Voucher Date 08/14/2007	
02-0114	01-5011-567-	PAYROLL TAX REFUNDS		017134	OCCUPATIONAL TAX REFUND	132.00
		Printed On Check 009291				
					Voucher Totals	132.00

General Fund

From: 08/14/2007 To: 08/14/2007

General Fund  
From: 08/14/2007 To: 08/14/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	02-5034	Vendor	ES&S			
02-0114	01-5065-565	ELECTION PRINTING	ELECTION SYSTEMS & SOFTWARE, INC.			
		Printed On Check: 009292	646332	017123	MAY PRIMARY BALLOT ASSIGNMENT CHART DATA	350.00
					Voucher Totals	350.00
Voucher No.	02-5035	Vendor	ARAMARK			
02-0114	01-5080-411	CUSTODIAL SUPPLIES	ARAMARK UNIFORM SERVICES, INC.			
02-0114	01-5086-411	CUSTODIAL SUPPLIES ANNEX BLDG.		017056	JULY MAT RENTAL	303.40
		Printed On Check: 009293		017056	JULY MAT RENTAL	61.68
					Voucher Totals	365.16
Voucher No.	02-5036	Vendor	COHRAO			
02-0114	01-5080-411	CUSTODIAL SUPPLIES	COHRAO HARDWARE AND FURNITURE			
02-0114	01-5210-168	RECYCLING & LANDFILL SUPPLIES		017098	JULY CUSTODIAL SUPPLIES	6.99
		Printed On Check: 009294		017098	LANDFILL SUPPLIES	14.99
					Voucher Totals	21.98
Voucher No.	02-5037	Vendor	COOPER			
02-0114	01-5080-411	CUSTODIAL SUPPLIES	COOPER WHOLESALE, INC.			
		Printed On Check: 009295	66611	017133	AUGUST CUSTODIAL SUPPLIES	78.83
					Voucher Totals	78.83
Voucher No.	02-5039	Vendor	ACE			
02-0114	01-5080-411	CUSTODIAL SUPPLIES	FALMOUTH ACE HARDWARE			
		Printed On Check: 009296		017095	CUSTODIAL SUPPLIES COURTHOUSE	17.96
					Voucher Totals	17.96
Voucher No.	02-5039	Vendor	D-C ELEVAT			
02-0114	01-5080-571	COURTHOUSE RENEWALS & REPAIRS	D-C ELEVATOR COMPANY, INC.			
		Printed On Check: 009297		017167	AUGUST ELEVATOR MAINTENANCE	80.25
					Voucher Totals	80.25
Voucher No.	02-5040	Vendor	MOBILCOM			
02-0114	01-5085-411	CO PROPERTIES - MACHINERY & EQUIPMENT	MOBILCOMM, INC.			
		Printed On Check: 009298		017124	JULY MAINTENANCE CONTRACT CO PROPERTIES	76.20
					Voucher Totals	76.20
Voucher No.	02-5041	Vendor	BARNES			
02-0114	01-5085-571	CO PROPERTIES - RENEWALS & REPAIRS	BARNES HARDWARE AND LUMBER			
02-0114	01-5205-403	ANIMAL FOOD AND SUPPLIES		017102	REPAIRS TO 155 RADIO TOWER BLDG.	53.09
		Printed On Check: 009299		017102	JULY SHELTER SUPPLIES	14.49
					Voucher Totals	67.58
Voucher No.	02-5042	Vendor	ACE			
02-0114	01-5205-403	ANIMAL FOOD AND SUPPLIES	FALMOUTH ACE HARDWARE			
		Printed On Check: 009300		017162	JULY SHELTER SUPPLIES	51.48
					Voucher Totals	51.48
Voucher No.	02-5043	Vendor	FAMILY			
02-0114	01-5205-403	ANIMAL FOOD AND SUPPLIES	FAMILY DOLLAR STORES			
		Printed On Check: 009301		017147	ANIMAL SHELTER SUPPLIES	20.50
					Voucher Totals	20.50
Voucher No.	02-5044	Vendor	PAUL TUMBLE			
02-0114	01-5205-576	DOG RIBBON UTILITIES	PAUL TUMBLE T.P. GAS			
		Printed On Check: 009302	99151	017091	GAS CHARGES FOR ANIMAL SHELTER	567.00
					Voucher Totals	567.00

General Fund  
From: 08/14/2007 To: 08/14/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	02-5045	Vendor	TOM PLATT			
02-0114	01-5212-366	SOLID WASTE - CLEAN UP	TOM PLATT			
		Printed On Check: 009303		017149	PRIVATE PROPERTY CLEANUP ON MENZIE BOTTOMS RD	1,920.00
					Voucher Totals	1,920.00
Voucher No.	02-5046	Vendor	FAB-N-WELD			
02-0114	01-5212-366	SOLID WASTE - CLEAN UP	FAB-N-WELD			
		Printed On Check: 009304	7107	017151	CUT UP SINGLE WIDE WITH TORCHES - MENZIE BOTTOMS	200.00
					Voucher Totals	200.00
Voucher No.	02-5047	Vendor	RUMPK			
02-0114	01-5212-366	SOLID WASTE - CLEAN UP	RUMPK OF KENTUCKY, INC.			
		Printed On Check: 009305		017137	PRIVATE PROPERTY CLEANUP ON MENZIE BOTTOMS ROAD	8,757.18
					Voucher Totals	8,757.18
Voucher No.	02-5048	Vendor	NOKYTOURM			
02-0114	01-5420-507	TOURISM CONTRIBUTIONS	NORTHERN KENTUCKY TOURISM REGION, INC.			
		Printed On Check: 009306		017125	FY 2007/08 TOURISM ADVERTISING CONTRIBUTION	267.00
					Voucher Totals	267.00
Voucher No.	02-5049	Vendor	FAL OUTLOO			
02-0114	01-5420-507	TOURISM CONTRIBUTIONS	THE FALMOUTH OUTLOOK			
		Printed On Check: 009307	530	017159	ADVERTISING FOR PENDLETON HOMECOMING 2007	57.79
					Voucher Totals	57.79
Voucher No.	02-5050	Vendor	BRACKENNEW			
02-0114	01-5420-507	TOURISM CONTRIBUTIONS	THE BRACKEN COUNTY NEWS			
		Printed On Check: 009308		017160	ADVERTISING FOR HOMECOMING 2007	7.00
					Voucher Totals	7.00
Voucher No.	02-5051	Vendor	BANKOFNEW			
02-0114	01-7700-606	INTEREST ON LEASE - COLT	THE BANK OF NEW YORK TRUST CO., NA			
		Printed On Check: 009309		017119	INTEREST ON WATER DISTRICT LEASE AUGUST 2007	371.97
					Voucher Totals	371.97
Voucher No.	02-5052	Vendor	MICA			
02-0114	01-9100-388	OTHER CONTRACTED SERVICES	MEDICAL CLAIMS ASSISTANCE, INC.			
		Printed On Check: 009310		017055	JULY AMBULANCE BILLINGS 9% COLLECTED	2,241.16
					Voucher Totals	2,241.16
Voucher No.	02-5053	Vendor	KNEED			
02-0114	01-9100-551	MEMBERSHIPS - COJUD.FIS C1	KENTUCKY ASSOCIATION FOR ECONOMIC DEV.			
		Printed On Check: 009311		017165	SEPT. 2007 - DECEMBER 2008 MEMBERSHIP DUES	150.00
					Voucher Totals	150.00
30 Vouchers Printed Totalling						17,869.08

Road Fund  
From: 08/14/2007 To: 08/14/2007

Voucher	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	02-5054	Vendor	PEOPLES TR	PEOPLES TROPHIES & AWARDS		
02-0214	02-1103-445-	ROAD SUPERVISOR - OFFICE SUPPLIES	820	022727	BUSINESS CARDS FOR ROAD SUPERVISOR	35.00
		Printed On Check 004793				35.00
Voucher No.	02-5055	Vendor	ENGLISHFO	RON ENGLISH / ENGLISH FOUNDATIONS		
02-0214	02-1105-312-	BRIDGES		022738	CONCRETE, STEEL & LABOR FOR HALEY ROAD BRIDGE	10,700.00
		Printed On Check 004794				10,700.00
Voucher No.	02-5056	Vendor	ARTSRENTAL	ART'S RENTAL EQUIPMENT, INC.		
02-0214	02-1105-312-	BRIDGES	03-231453-05	022734	EXCAVATOR RENTAL	1,682.50
		Printed On Check 004795				1,682.50
Voucher No.	02-5057	Vendor	PALMER	PALMER ENGINEERING, INC.		
02-0214	02-1105-312	BRIDGES	2	022719	ADDITIONAL WORK ON LENOXBURG BRIDGE	650.00
		Printed On Check 004796				650.00
Voucher No.	02-5058	Vendor	CARMEUSE	CARMEUSE LIME & STONE, INC		
02-0214	02-1105-400-	CRUSHED STONE & GRAVEL	91127783891129495	022709	JULY CRUSHED STONE & GRAVEL	342.17
		Printed On Check 004797				342.17
Voucher No.	02-5059	Vendor	HILLTOP	HILLTOP STONE LLC		
02-0214	02-1105-400	CRUSHED STONE & GRAVEL		022692	CRUSHED STONE & GRAVEL 7-11 THRU 08-02-07	6,600.49
		Printed On Check 004798				6,600.49
Voucher No.	02-5060	Vendor	HO TOOL	NORTHERN TOOL & EQUIPMENT		
02-0214	02-1105-447-	ROAD MATERIALS	16510689	022733	BATTERY TESTER 100AMP	36.19
		Printed On Check 004799				36.19
Voucher No.	02-5061	Vendor	KY MOTOR	KENTUCKY MOTOR SERVICE FALMOUTH		
02-0214	02-1105-447-	ROAD MATERIALS		022679	ROAD MATERIALS	206.61
		Printed On Check 004800				206.61
Voucher No.	02-5062	Vendor	J.EDINGER	J. EDINGER & SON, INC.		
02-0214	02-1105-447-	ROAD MATERIALS	13928	022706	JULY ROAD MATERIALS	289.91
		Printed On Check 004801				289.91
Voucher No.	02-5063	Vendor	ANDER.EQU	ANDERSON'S EQUIPMENT CO.		
02-0214	02-1105-447-	ROAD MATERIALS		022718	ROAD MATERIALS	122.31
		Printed On Check 004802				122.31
Voucher No.	02-5064	Vendor	UK	UNIVERSITY OF KENTUCKY		
02-0214	02-1105-447-	ROAD MATERIALS		022707	ROAD FOREMAN TRAINING	975.00
		Printed On Check 004803				975.00
Voucher No.	02-5065	Vendor	MAGO	MAGO CONSTRUCTION CO, LLC		
02-0214	02-1105-447-	ROAD MATERIALS		022695	MATERIALS FOR REPAIRS TO VARIOUS COUNTY ROADS	1,184.16
		Printed On Check 004804				1,184.16

Road Fund  
From: 08/14/2007 To: 08/14/2007

Voucher	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	02-5066	Vendor	ACE	FALMOUTH ACE HARDWARE		
02-0214	02-6115-447-	ROAD MATERIALS		022678	JULY SUPPLIES AND MATERIALS	99.02
		Printed On Check 004805				99.02
Voucher No.	02-5067	Vendor	MOBILCOM	MOBILCOMM INC		
02-0214	02-6115-447-	ROAD MATERIALS	682406	022715	AUGUST MAINTENANCE CONTRACT ROAD DEPT	105.00
		Printed On Check 004806				105.00
Voucher No.	02-5068	Vendor	SCOTT-GRO	SCOTT-GROSS COMPANY, INC.		
02-0214	02-6115-447-	ROAD MATERIALS	388461	022739	OXYGEN CYLINDERS	25.73
		Printed On Check 004807				25.73
Voucher No.	02-5069	Vendor	TIM ANTROB	TIM ANTROBUS		
02-0214	02-6115-447-	ROAD MATERIALS		022721	REIMBURSE TRAVEL, LODGING & MEALS FOR TRAINING	338.43
		Printed On Check 004808		022721	REIMBURSE CELL PHONE	40.00
Voucher No.	02-5070	Vendor	HAPA	CARSON AUTO & TRACTOR SUPPLY, INC.		
02-0214	02-6115-447-	ROAD MATERIALS		022680	ROAD MATERIALS	673.01
		Printed On Check 004809				673.01
Voucher No.	02-5071	Vendor	MARATHON	MARATHON ASHLAND PETROLEUM LLC		
02-0214	02-6115-447-	ROAD MATERIALS	645735	022687	CHIP SEAL OIL - RS 2 5,013 GALLONS	6,115.86
		Printed On Check 004810				6,115.86
Voucher No.	02-5072	Vendor	BARNES	BARNES HARDWARE AND LUMBER		
02-0214	02-6115-447-	ROAD MATERIALS		022720	ROAD MATERIALS	254.89
		Printed On Check 004811				254.89
Voucher No.	02-5073	Vendor	WYATT'S	WYATT'S SUPERVALU		
02-0214	02-6115-447-	ROAD MATERIALS		022694	JULY ROAD SUPPLIES	11.12
		Printed On Check 004812				11.12
Voucher No.	02-5074	Vendor	MIDWEST	MIDWEST BOTTLE GAS INC.		
02-0214	02-6115-447-	ROAD MATERIALS		022697	BOTTLED GAS FOR OIL TRUCK	93.75
		Printed On Check 004813				93.75
Voucher No.	02-5075	Vendor	REIS	REIS CONCRETE PRODUCTS INC.		
02-0214	02-6115-447-	ROAD MATERIALS	164961	022711	HAULING CHARGES FROM CARMILUSE	1,368.68
		Printed On Check 004814				1,368.68
Voucher No.	02-5076	Vendor	FREIGHTLIN	FREIGHTLINER TRUCKS		
02-0214	02-6115-447-	ROAD MATERIALS		022690	ROAD MATERIALS	507.33
		Printed On Check 004815				507.33

## Road Fund

From: 08/14/2007 To: 08/14/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	02-5977	Vendor	FAB-N-WELD	FAB-N-WELD		
02-0214	02-6105-447-	ROAD MATERIALS	7097	022713	ROAD MATERIALS	120.00
		Printed On Check	004816			
					Voucher Totals	120.00
Voucher No.	02-5978	Vendor	BRINKMAN	BRINKMAN OIL CO.		
02-0214	02-6105-435-	PETROLEUM PRODUCTS		022714	JULY PETROLEUM PRODUCTS	3,072.17
		Printed On Check	004817			
					Voucher Totals	3,072.17
Voucher No.	02-5979	Vendor	BUILD CODE	KENTUCKY STATE TREASURER		
02-0214	02-6105-742-	BUILDING AND CONSTRUCTION		022737	PLAN REVIEW FEE - STORAGE BUILDING	200.00
		Printed On Check	004818			
					Voucher Totals	200.00
Voucher No.	02-5980	Vendor	MILLER	CARTER MILLER		
02-0214	02-6105-742-	BUILDING AND CONSTRUCTION		022712	DRAWINGS FOR STORAGE BUILDING	250.00
		Printed On Check	004819			
					Voucher Totals	250.00
					27 Vouchers Printed Totalling	36,150.33

## Jail Fund

From: 08/14/2007 To: 08/14/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	02-5081	Vendor	BOONEJAIL	BOONE COUNTY JAIL		
02-0314	03-5101-314-	CONTRACT WITH OTHER COUNTIES		031307	JULY INMATE HOUSING 309 DAYS @ \$35.00	10,815.00
		Printed On Check	004528			
					Voucher Totals	10,815.00
Voucher No.	02-5082	Vendor	SHERIFF	PENDLETON COUNTY SHERIFF		
02-0314	03-5101-399-	MISCELLANEOUS CONTRACTUAL SERVICES		031306	AUGUST SALARIES 2 TRANSPORT OFFICERS	4,987.07
		Printed On Check	004529			
					Voucher Totals	4,987.07
Voucher No.	02-5083	Vendor	KEN KELLS	KEN KELLS		
02-0314	03-5101-445-	OFFICE SUPPLIES		031301	REIMBURSEMENT FOR CELL PHONE AND HOLDER	46.62
		Printed On Check	004530			
					Voucher Totals	46.62
Voucher No.	02-5084	Vendor	SHERIFF	PENDLETON COUNTY SHERIFF		
02-0314	03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.		031308	JULY JAIL TRANSPORT 2800 MILES @ .44	1,232.00
		Printed On Check	004531			
					Voucher Totals	1,232.00
Voucher No.	02-5085	Vendor	BRINKMAN	BRINKMAN OIL CO.		
02-0314	03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.		031305	JULY PETROLEUM PRODUCTS	638.45
		Printed On Check	004532			
					Voucher Totals	638.45
Voucher No.	02-5086	Vendor	ROY TAILOR	ROY TAILOR UNIFORM		
02-0314	03-5101-481-	STAFF UNIFORMS		031300	UNIFORMS	114.35
		Printed On Check	004533			
					Voucher Totals	114.35
Voucher No.	02-5087	Vendor	JUVENILES	KENTUCKY STATE TREASURER		
02-0314	03-5102-314-	JUVENILE CONTRACTS WITH OTHER COUNTIES		031299	JUVENILE LODGING 3 DAYS @ \$94.00	282.00
		Printed On Check	004534			
					Voucher Totals	282.00
					7 Vouchers Printed Totalling	18,115.49

## L.G.E.A. Fund

From: 08/14/2007 To: 08/14/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	02-5088	Vendor	FALMOUTH	CITY OF FALMOUTH		
02-0414	04-5120-507-	FIRE DEPARTMENT CONTRIBUTIONS		041634	JULY FIRE RUNS	4,730.00
		Printed On Check	002849			
					Voucher Totals	4,730.00
Voucher No.	02-5089	Vendor	DKC RADIO	DKC RADIO		
02-0414	04-5136-441-	HOMELAND SECURITY MACHINERY & EQUIP.	1435	041636	2.5 WATT, 16 CHANNEL PORTABLE RADIOS	812.73
		Printed On Check	002850			
					Voucher Totals	812.73
					2 Vouchers Printed Totalling	5,542.73

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	02-5099	Vendor	PLHD EMS	PENDELTON COUNTY EMS, INC		
02-0911	02-5140-343-	AMBUANCE SERVICE				
		Printed On Check	003221			
				092031	JULY 2ND RUNS, SEVEN RUNS @ \$80.00 + TAXES, INS.	515.13
					Voucher Totals	515.13
Voucher No.	02-5091	Vendor	LAUNDRY	MIDWEST LAUNDRY INC.		
02-0911	02-5140-340-	LAUNDRY SERVICE				
		Printed On Check	003222			
				092029	JULY LAUNDRY	142.48
					Voucher Totals	142.48
Voucher No.	02-5092	Vendor	WYATT'S	WYATT'S SUPERVALU		
02-0914	02-5140-411-	CUSTODIAL SUPPLIES				
		Printed On Check	003223			
				092006	JULY CUSTODIAL SUPPLIES	86.81
					Voucher Totals	86.81
Voucher No.	02-5093	Vendor	MOBILCOM	MOBILCOM INC		
02-0911	02-5140-441-	MACHINERY & EQUIPMENT				
		Printed On Check	003224			
				092028	AUGUST RADIO SERVICE CONTRACT	218.50
					Voucher Totals	218.50
Voucher No.	02-5094	Vendor	LICKING	LICKING VALLEY OIL COMPANY		
02-0911	02-5140-455-	GAS, OIL, ETC				
		Printed On Check	003225			
				092026	JULY PETROLEUM PRODUCTS	1,401.93
					Voucher Totals	1,401.93
Voucher No.	02-5095	Vendor	SCOTT-GROSS	SCOTT-GROSS COMPANY, INC		
02-0914	02-5140-559-	MEDICAL SUPPLIES				
		Printed On Check	003226			
				092022	JUNE CYLINDER RENTAL AND JULY COMPRESSED OXYGEN	442.98
					Voucher Totals	442.98
Voucher No.	02-5096	Vendor	GALLS INC	GALLS INCORPORATED		
02-0911	02-5140-571-	RENEWALS & REPAIRS				
		Printed On Check	003227			
				092027	HAIR SERIES BULB & CHARGER	143.27
					Voucher Totals	143.27
					7 Vouchers Printed Totalling	2,951.10

911 Fund Fund

From: 08/14/2007 To: 08/14/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	02-5097	Vendor	MOBILCOM	MOBILCOM INC		
02-0514	75-5115-400-	MISCELLANEOUS CONTRACTUAL SERVICE				
		Printed On Check	001663			
				750983	JULY MAINTENANCE CONTRACT	96.10
					Voucher Totals	96.10
Voucher No.	02-5098	Vendor	OFFICEDEPO	OFFICE DEPOT		
02-0514	75-5115-445-	911 OFFICE SUPPLIES				
		Printed On Check	001664			
				750982	JULY OFFICE EQUIPMENT	539.98
					Voucher Totals	539.98
Voucher No.	02-5099	Vendor	OFFICEDEPO	OFFICE DEPOT		
02-0514	75-5115-445-	911 OFFICE SUPPLIES				
		Printed On Check	001665			
				750986	AUGUST OFFICE SUPPLIES DISPATCH	297.48
					Voucher Totals	297.48
					3 Vouchers Printed Totalling	933.56

MH/MR Fund Fund

From: 08/14/2007 To: 08/14/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	02-5100	Vendor	LICKING VA	LICKING VALLEY COUNSELING CENTER		
02-0814	88-5233-343-	GENERAL HEALTH - MH/MR				
		Printed On Check	000511			
				880088	JULY COUNSELING SESSIONS PER AGREEMENT	2,333.33
					Voucher Totals	2,333.33
					1 Vouchers Printed Totalling	2,333.33

In Re: Adjournment.

A motion was made by Squire Wells, seconded by Squire Whaley, carried, that this meeting be adjourned at 8:50 o'clock P.M., to meet again in regular session on August 28<sup>TH</sup>, 2007 at 7:00 P.M., Subject to any call meetings.

PENDLETON COUNTY JUDGE/EXECUTIVE

PENDLETON COUNTY CLERK